

# Exhibit W

777 Partners LLC & Suttonpark Capital vs Leadenhall Capital  
Bennett, Nicholas on 03/24/2025

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION

CASE NO. 24-81143-CIV-DMM

777 PARTNERS LLC and SUTTONPARK  
CAPITAL LLC,

Plaintiff,

vs.

LEADENHALL CAPITAL PARTNERS LLP,  
LEADENHALL LIFE INSURANCE LINKED  
INVESTMENTS FUND PLC, NOAH DAVIS,  
SAIPH CONSULTING LLC, and PAUL KOSINSKI,

Defendant.

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VIDEOTAPED DEPOSITION OF NICHOLAS J. BENNETT

TAKEN ON BEHALF OF THE DEFENDANT

MARCH 24, 2025  
1:00 P.M. TO 6:03 P.M.

KING & SPALDING LLP  
200 SOUTH BISCAYNE BOULEVARD, SUITE 4700  
MIAMI, FLORIDA 33131

REPORTED BY:  
MICHELLE VILLALOBOS, COURT REPORTER, CER, CDR  
NOTARY PUBLIC, STATE OF FLORIDA

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03	JOHN MCCARTHY, ESQUIRE		PAGE
04	SMITH GAMBRELL RUSSELL	03	DIRECT EXAMINATION
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02	ON BEHALF OF THE DEFENDANT:	02	EXHIBIT DESCRIPTION PAGE
03	JEFFREY H. SOLMAN, ESQUIRE	03	
04	STUMPHAUZER KOLAYA NADLER & SLOMAN, PLLC	04	NO EXHIBITS MARKED
05	2 SOUTH BISCAYNE BOULEVARD SUITE 1600	05	
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09	ALSO PRESENT:	09	
10		10	
11	ASHLEY TAYLOR, VIDEOGRAPHER	11	
12		12	
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<p>01 VIDEOTAPED DEPOSITION OF NICHOLAS J. BENNETT</p> <p>02 MARCH 24, 2025</p> <p>03 THE VIDEOGRAPHER: We are now on the video</p> <p>04 record. Today's date is Monday, March 24th, 2025.</p> <p>05 The time is 01:09 P.M.</p> <p>06 This is the video deposition of Nicholas</p> <p>07 Bennett taken in the matter of 777 Partners LLC and</p> <p>08 SuttonPark Capital LLC v. Leadenhall Capital</p> <p>09 Partners LLP et al.</p> <p>10 The Court Reporter is Michelle Villalobos and</p> <p>11 the Videographer is Ashley Taylor. Would Counsel</p> <p>12 please announce their appearances for the record?</p> <p>13 MR. DONOVAN: Sure. Brian Donovan from King &amp;</p> <p>14 Spalding on behalf of the Leadenhall, Defendants.</p> <p>15 MR. SLOMAN: Jeffrey Sloman on behalf of Nick</p> <p>16 Bennett.</p> <p>17 MR. MCCARTHY: John McCarthy from Smith</p> <p>18 Gambrell &amp; Russell on behalf of the Plaintiffs.</p> <p>19 MR. FEUER: Leonard Feuer on behalf of Noah</p> <p>20 Davis.</p> <p>21 MR. MORLAN, III: Harold E. Morlan, III on</p> <p>22 behalf of Saiph Consulting LLC and Paul Kosinski.</p> <p>23 THE VIDEOGRAPHER: Thank you, Counselors.</p> <p>24 Thereupon:</p> <p>25 NICHOLAS J. BENNETT,</p>	<p>01 Q. Have you ever given any type of testimony</p> <p>02 before, either written or oral?</p> <p>03 A. I have not.</p> <p>04 Q. Have you ever given any testimony to a grand</p> <p>05 Jury?</p> <p>06 A. I have not.</p> <p>07 Q. How did you prepare for today's deposition?</p> <p>08 A. There wasn't much preparation.</p> <p>09 Q. All right. Well, understood, but how did you</p> <p>10 prepare?</p> <p>11 A. I met with my Counsel.</p> <p>12 Q. How many times?</p> <p>13 A. Just once.</p> <p>14 Q. Was it in person or on a call?</p> <p>15 A. In person.</p> <p>16 Q. To prepare for today's deposition, did you</p> <p>17 meet with any other Counsel other than your individual</p> <p>18 Counsel?</p> <p>19 A. I did not.</p> <p>20 Q. Did you review any documents to prepare for</p> <p>21 today's deposition?</p> <p>22 A. There was -- what was the document that we had</p> <p>23 just explaining that I had to come to the deposition</p> <p>24 today.</p> <p>25 Q. Are you referring to a --</p>
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<p>01 was called as a witness, and after having</p> <p>02 been first duly sworn, testified as follows:</p> <p>03 THE COURT REPORTER: Counselors, you may now</p> <p>04 proceed.</p> <p>05 MR. DONOVAN: Mr. Morlan, do you want me to go</p> <p>06 first or do you want to go first?</p> <p>07 MR. MORLAN, III: It's fine if you want to go</p> <p>08 first.</p> <p>09 MR. DONOVAN: Okay.</p> <p>10 MR. MORLAN, III: I think you may have more</p> <p>11 questions so it may make sense for you to just go</p> <p>12 first and then for me to wrap up again.</p> <p>13 MR. DONOVAN: Sure. All right. Thanks.</p> <p>14 DIRECT EXAMINATION</p> <p>15 BY MR. DONOVAN:</p> <p>16 Q. Mr. Bennett, how are you today?</p> <p>17 A. I'm well, how are you?</p> <p>18 Q. Good. Can you state your full name for the</p> <p>19 record?</p> <p>20 A. Nicholas James Bennett.</p> <p>21 Q. Can you give us your home address?</p> <p>22 A. Yes, it's 1000 Brickell Plaza, Miami, Florida</p> <p>23 33131.</p> <p>24 Q. Have you ever been deposed before?</p> <p>25 A. I have not.</p>	<p>01 MR. SLOMAN: The notice.</p> <p>02 MR. DONOVAN: Yeah, sure.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. You're referring to the deposition notice that</p> <p>05 contained like the date that you were supposed to show</p> <p>06 up today?</p> <p>07 A. Yeah.</p> <p>08 Q. Okay. What's your job title currently?</p> <p>09 A. Senior Associate.</p> <p>10 Q. Is it Senior Associate at 777 Partners?</p> <p>11 A. That's right.</p> <p>12 Q. Did that job title change in the last year?</p> <p>13 A. No.</p> <p>14 Q. So, how long have you been a Senior Associate</p> <p>15 at 777 Partners?</p> <p>16 A. Since July of 2023. June or July of 2023.</p> <p>17 Q. And what was your job title prior to June or</p> <p>18 July of 2023?</p> <p>19 A. Senior Manager.</p> <p>20 Q. And what are your job responsibilities as</p> <p>21 Senior Associate of 777 Partners?</p> <p>22 A. I work on the investment team, so I assist</p> <p>23 with a variety of our portfolio company investments.</p> <p>24 Q. Can you describe for me some of your</p> <p>25 responsibilities in assisting with portfolio company</p>

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<p>01 <b>investments?</b></p> <p>02 A. I'd like to invoke the fifth.</p> <p>03 MR. SLOMAN: You want to --</p> <p>04 THE WITNESS: Yeah, do you know what I mean?</p> <p>05 MR. SLOMAN: Yeah.</p> <p>06 THE WITNESS: The fifth.</p> <p>07 MR. DONOVAN: So, well, we can stipulate that</p> <p>08 if he just wants to say, I invoked the fifth, or if</p> <p>09 he refers to the number five or fifth in some way,</p> <p>10 I understand what he's saying. If you want to read</p> <p>11 the whole thing, that's fine too.</p> <p>12 MR. SLOMAN: Why don't he read it at least one</p> <p>13 time and then --</p> <p>14 MR. DONOVAN: Sure.</p> <p>15 MR. SLOMAN: -- he we'll have a protocol after</p> <p>16 that.</p> <p>17 MR. DONOVAN: Sure.</p> <p>18 MR. SLOMAN: Okay.</p> <p>19 THE WITNESS: Do you want to read it now?</p> <p>20 MR. DONOVAN: Sure.</p> <p>21 MR. SLOMAN: Yeah.</p> <p>22 THE WITNESS: On the advice of Counsel, I</p> <p>23 invoke my fifth amendment privilege against self-</p> <p>24 incrimination and respectfully decline to answer</p> <p>25 your question.</p>	<p>01 BY MR. DONOVAN:</p> <p>02 Q. Oh, you can answer.</p> <p>03 A. Oh, I'm sorry.</p> <p>04 Q. I can ask the question again.</p> <p>05 MR. SLOMAN: Yeah, yeah.</p> <p>06 BY MR. DONOVAN:</p> <p>07 Q. Why don't I try it again? Does -- strike</p> <p>08 that. What is a structured settlement?</p> <p>09 A. I'd like to invoke the fifth.</p> <p>10 Q. Does 777 Partners invest in structured</p> <p>11 settlements?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. Yes, through portfolio companies. Yes.</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. When you say through portfolio companies, do</p> <p>16 you mean that 777 Partners portfolio companies invest in</p> <p>17 structured settlements?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. Yes.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. Is one of the portfolio companies that invests</p> <p>22 in structured settlements called SuttonPark Capital?</p> <p>23 A. Yes.</p> <p>24 Q. Is one of the portfolio companies that invests</p> <p>25 in sports teams called Nutmeg?</p>
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<p>01 MR. SLOMAN: And just so that we have an</p> <p>02 understanding when he says fifth from now on,</p> <p>03 that's what he means.</p> <p>04 MR. DONOVAN: Yeah, agreed.</p> <p>05 MR. SLOMAN: Okay. Thank you.</p> <p>06 BY MR. DONOVAN:</p> <p>07 Q. What were your responsibilities as senior</p> <p>08 manager at 777 Partners?</p> <p>09 A. I'd like to invoke the fifth, please.</p> <p>10 Q. Can you explain how your responsibilities</p> <p>11 changed from senior manager at 777 Partners to senior</p> <p>12 associate at 777 Partners?</p> <p>13 A. I'd like to invoke the fifth.</p> <p>14 Q. What is 777 Partners?</p> <p>15 A. It's a private equity investment firm.</p> <p>16 Q. What types of investments does 777 Partners</p> <p>17 make?</p> <p>18 A. They invest along a few different investment</p> <p>19 verticals including aviation, sports, media and</p> <p>20 entertainment, litigation finance, consumer finance,</p> <p>21 insurance.</p> <p>22 Q. When you use the term insurance, do you</p> <p>23 include structured settlements in that term?</p> <p>24 MR. MCCARTHY: Objection to the form.</p> <p>25 MR. SLOMAN: You can answer.</p>	<p>01 A. Yes.</p> <p>02 Q. What are the names of the portfolio companies</p> <p>03 that invest in aviation businesses?</p> <p>04 A. I don't really know today where the aviation</p> <p>05 investments stand.</p> <p>06 Q. That's fair. Over the May 2021 to May 2024</p> <p>07 period, what are the names of the 777 Partners portfolio</p> <p>08 companies that invested in aviation businesses?</p> <p>09 A. I'd like to invoke the fifth, please.</p> <p>10 Q. Do you currently work in the Capital Markets</p> <p>11 Group at 777 Partners?</p> <p>12 A. I do not.</p> <p>13 Q. Did you previously work in the Capital Markets</p> <p>14 Group at 777 Partners?</p> <p>15 A. I do.</p> <p>16 Q. For what period of time did you work in the</p> <p>17 Capital Markets group at 777 Partners?</p> <p>18 A. I'd like to invoke the fifth.</p> <p>19 Q. Can you describe for me what the Capital</p> <p>20 Markets Group at 777 Partners did while you worked in</p> <p>21 the group?</p> <p>22 A. I'd like to invoke the fifth.</p> <p>23 Q. Was one of the responsibilities of the 777</p> <p>24 Partners Capital Markets Group to allocate assets as</p> <p>25 collateral to lenders?</p>

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<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. I'd like to invoke the fifth.</p> <p>03 MR. MORLAN, III: My Zoom is having issues.</p> <p>04 Are you guys able to hear me okay? It froze</p> <p>05 on the last one.</p> <p>06 MR. DONOVAN: I can hear you.</p> <p>07 THE WITNESS: Yeah.</p> <p>08 MR. MORLAN, III: Is anybody else having</p> <p>09 issues remotely, Leonard, John?</p> <p>10 MR. MCCARTHY: I'm not having issues, but I</p> <p>11 did notice that the Zoom from the Videographer was</p> <p>12 frozen for 20 seconds.</p> <p>13 MR. MORLAN, III: Yeah, the Zoom of the</p> <p>14 Witness does keep freezing. It just froze again</p> <p>15 while I was saying that.</p> <p>16 MR. DONOVAN: Do you want to go off the record</p> <p>17 for a second and see if we can fix this?</p> <p>18 MR. MORLAN, III: Yeah, let's go off the</p> <p>19 record and see if we can fix this.</p> <p>20 MR. DONOVAN: Okay.</p> <p>21 THE VIDEOGRAPHER: We're going off record.</p> <p>22 The time is 01:22 P.M.</p> <p>23 (Thereupon, a short discussion was held off</p> <p>24 record.)</p> <p>25 (Deposition resumed.)</p>	<p>01 have any idea why you're here today?</p> <p>02 A. Not entirely, actually.</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 BY MR. DONOVAN:</p> <p>05 Q. Well -- okay. Do you have any understanding</p> <p>06 what the case in which you're here testifying is about?</p> <p>07 A. There was some form of a break-in at, I guess,</p> <p>08 into an office or the infrastructure of one of our</p> <p>09 portfolio companies. That's my understanding.</p> <p>10 Q. Do you know the name of the person who</p> <p>11 allegedly broke into office buildings or the</p> <p>12 infrastructure of a portfolio company?</p> <p>13 A. Noah Davis.</p> <p>14 Q. And who is Noah Davis?</p> <p>15 A. I believe he was formerly a Chief Technology</p> <p>16 Officer at the time.</p> <p>17 Q. Was he Chief Technology Officer at 777</p> <p>18 Partners or SuttonPark?</p> <p>19 A. My understanding is he was initially the CTO</p> <p>20 of SuttonPark. And then, I'm not sure if he formally</p> <p>21 took a 777 CTO title or he just kind of assumed other</p> <p>22 responsibilities with the turnover and things of that</p> <p>23 nature.</p> <p>24 Q. Do you remember approximately when Noah Davis</p> <p>25 assumed Chief Technology Officer responsibilities for</p>
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<p>01 THE VIDEOGRAPHER: We are back on record.</p> <p>02 The time is 01:27 P.M.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. All right. Mr. Bennett, do you know what the</p> <p>05 lawsuit is about that you're here testifying for today?</p> <p>06 A. I have some knowledge. I've not been very</p> <p>07 involved in the case.</p> <p>08 Q. What's your knowledge of the case in which</p> <p>09 you're testifying about today?</p> <p>10 A. I'm not entirely comfortable opining on that.</p> <p>11 I haven't been very looped in on the case.</p> <p>12 Q. Sure. Understood that your knowledge may be</p> <p>13 very limited on the case. I'm asking whether you have</p> <p>14 any idea whatsoever about what this case is about.</p> <p>15 A. Rather, I'm not really comfortable speaking</p> <p>16 confidently on the case.</p> <p>17 Q. All right. When you say you're not</p> <p>18 comfortable speaking about it, are you -- what do you</p> <p>19 mean by that?</p> <p>20 A. I don't know all the details of the case. I</p> <p>21 haven't read through any filing or you know?</p> <p>22 Q. Yeah, that's totally fair. And I don't -- to</p> <p>23 be clear intend this to be like a memory test. We're</p> <p>24 not going to check whether you're right about this.</p> <p>25 I'm just trying to understand, like do you</p>	<p>01 777 Partners?</p> <p>02 A. I do not. I don't remember.</p> <p>03 Q. Do you know how many times you've interacted</p> <p>04 face-to-face with Noah Davis?</p> <p>05 A. It was pretty minimal. I think he was based</p> <p>06 in the Boca Raton office, so I didn't have a tremendous</p> <p>07 amount of interaction with him.</p> <p>08 Q. And you worked out of the Miami office, right?</p> <p>09 A. I did.</p> <p>10 Q. You would recognize Noah Davis if you saw him,</p> <p>11 right?</p> <p>12 A. Um-hum.</p> <p>13 Q. That was -- sorry, just for the record --</p> <p>14 A. I'm sorry. Yes, yes.</p> <p>15 Q. Yes. You said before that your understanding</p> <p>16 is that Noah Davis intruded into the Boca Raton office</p> <p>17 building, right?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. Yes.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. And you also used the term infrastructure.</p> <p>22 Do you remember that?</p> <p>23 A. IT, yeah.</p> <p>24 Q. Sure. So, do you mean by that -- sorry,</p> <p>25 withdrawn. Is your understanding that Noah Davis also</p>

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<p align="right">Page 18</p> <p>01 conducted an intrusion into 777 Partners' computer</p> <p>02 systems?</p> <p>03 A. My understanding is that's the claim. I don't</p> <p>04 know whether -- I'm not sure, I guess.</p> <p>05 Q. Understood. So -- are you -- is it fair to</p> <p>06 say that you understand that Plaintiffs in this case</p> <p>07 claim that Noah Davis conducted unauthorized intrusions</p> <p>08 into computer systems and an office building, but you</p> <p>09 don't know whether that's right or not?</p> <p>10 A. Yes. I don't know what support there is nor</p> <p>11 would I -- in my line of work at 777, would I be</p> <p>12 apprised of that.</p> <p>13 Q. So, what's the basis of your knowledge that</p> <p>14 Noah Davis conducted unauthorized intrusions into</p> <p>15 computer systems or an office building?</p> <p>16 MR. MCCARTHY: Objection to the form.</p> <p>17 A. I think, honestly, someone perhaps sent me a</p> <p>18 link of article or claim to that effect. That's pretty</p> <p>19 much the extent of my understanding.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. All right. So, fair to say that -- withdrawn.</p> <p>22 Is it fair to say that the basis for your knowledge that</p> <p>23 Mr. Noah Davis conducted intrusions into an office</p> <p>24 building or computer system is a news report?</p> <p>25 A. Yeah.</p>	<p align="right">Page 20</p> <p>01 A. Again, I think it was more of a reaction to</p> <p>02 the headline, but yes. Sure.</p> <p>03 Q. What about Ian Ratner?</p> <p>04 A. It's hard to say. I mean, I've had very few</p> <p>05 discussions with him, so I'm not -- I don't recall.</p> <p>06 Q. Well, do you know the names of the individuals</p> <p>07 from B Riley who are currently operating as day-to-day</p> <p>08 managers of 777 Partners and 600 Partners?</p> <p>09 A. I do.</p> <p>10 MR. MCCARTHY: Objection to the form.</p> <p>11 BY MR. DONOVAN:</p> <p>12 Q. And what are their names?</p> <p>13 A. Mark Shapiro. Ian Ratner, I believe to an</p> <p>14 extent but he's not as involved. On-site, that is.</p> <p>15 Michael Thatcher. There's quite a few, I</p> <p>16 guess. I wouldn't be able to list all of their names.</p> <p>17 Q. And how often do you interact with B. Riley</p> <p>18 professionals on a day-to-day basis at this point?</p> <p>19 A. I mean, it's on a daily basis.</p> <p>20 Q. So, who do you report to at this point?</p> <p>21 A. That's a good question I wish I knew.</p> <p>22 Q. Is it fair to say that following the</p> <p>23 resignation of Josh Wander and Steven Pasko as managers</p> <p>24 of 777 Partners in May 2024, you're not sure who you</p> <p>25 report to?</p>
<p align="right">Page 19</p> <p>01 Q. Do you have any other basis aside from news</p> <p>02 reports as to Noah Davis conducting intrusions into a</p> <p>03 computer system or office building?</p> <p>04 A. I guess word of mouth from other people within</p> <p>05 the organization.</p> <p>06 Q. Right. And so, who else within the 777</p> <p>07 Partners organization told you that Noah Davis conducted</p> <p>08 intrusions into computer systems or an office building?</p> <p>09 A. I mean, I don't know every employee that's</p> <p>10 mentioned it in passing to me, but -- I mean, I don't</p> <p>11 really recall the discussions.</p> <p>12 Q. Well, so, is it fair to say then that there</p> <p>13 are a lot of employees who have mentioned to you that</p> <p>14 Noah Davis may have conducted an unauthorized intrusion</p> <p>15 into computer systems or an office building?</p> <p>16 A. I would assume it was more of a, you know,</p> <p>17 reaction to a headline article, like I said before.</p> <p>18 Q. Can you identify for me one of those</p> <p>19 employees?</p> <p>20 A. I guess Josh Wander.</p> <p>21 Q. All right. What about Molly Wander?</p> <p>22 A. I'm sure it was discussed at some point.</p> <p>23 Q. What about Steven Pasko?</p> <p>24 A. Yes.</p> <p>25 Q. What about Alex Adnani?</p>	<p align="right">Page 21</p> <p>01 A. It's not Josh, it's Steve.</p> <p>02 Q. Right. So, you're saying, just so I</p> <p>03 understand your answer, you're saying I'm not sure who I</p> <p>04 report to but it's not Josh Wander or Steven Pasko.</p> <p>05 A. I guess technically speaking it would be B.</p> <p>06 Riley.</p> <p>07 Q. Okay.</p> <p>08 A. The B. Riley team.</p> <p>09 Q. Understood. And so, why then do you say it's</p> <p>10 hard to characterize who exactly you report to at this</p> <p>11 point?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. It's not a traditional job hierarchy, I guess,</p> <p>14 at the moment, so I'm -- you know, it's B.</p> <p>15 Riley, but, you know, I don't have a -- I</p> <p>16 don't think I'd say I have a formal manager who's going</p> <p>17 to give me a performance review.</p> <p>18 BY MR. DONOVAN:</p> <p>19 Q. I see. So, how would you describe a</p> <p>20 traditional management hierarchy?</p> <p>21 A. One in which you have a direct line, a</p> <p>22 reporting line and, you know, performance reviews and</p> <p>23 you have someone, you know, as a direct boss.</p> <p>24 Q. Other than B. Riley not giving performance</p> <p>25 reviews, what are the ways in which the current</p>

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<p>01 <b>reporting line is not traditional?</b></p> <p>02 MR. MCCARTHY: Objection to the form.</p> <p>03 A. I mean, I don't even know who remaining on the</p> <p>04 investment team is of more of a senior position that,</p> <p>05 you know, a traditional hierarchy would -- you would</p> <p>06 report into.</p> <p>07 So, maybe a better way of characterizing this</p> <p>08 is that previously I would have reported to a, you know,</p> <p>09 a managing director --</p> <p>10 BY MR. DONOVAN:</p> <p>11 Q. Previously, did you --</p> <p>12 A. -- on the investment team. Sorry.</p> <p>13 Q. Sorry, go ahead. I didn't mean to interrupt</p> <p>14 there. I think you end with on the investment team,</p> <p>15 right?</p> <p>16 A. Um-hum.</p> <p>17 Q. So, is the manner in which current reporting</p> <p>18 lines are not traditional in your view, that you report</p> <p>19 to restructuring professionals rather than managing</p> <p>20 directors?</p> <p>21 A. It's not a traditional, I guess, situation if</p> <p>22 you're at -- the companies and a restructuring is</p> <p>23 perhaps a better way of characterizing it.</p> <p>24 Q. So, what's your understanding of B. Riley's</p> <p>25 role?</p>	<p>01 because that ultimately, in my opinion, wouldn't get</p> <p>02 very far.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. When you say it wouldn't get very far, what do</p> <p>05 you mean?</p> <p>06 A. Given that the -- yeah, as far as I</p> <p>07 understand, B. Riley has decision-making control over</p> <p>08 777 Partners.</p> <p>09 Q. Right. But does Josh Wander still give you</p> <p>10 directions? Or try to, at least?</p> <p>11 MR. MCCARTHY: Objection to the form.</p> <p>12 A. Not really, no. We don't really -- or there's</p> <p>13 no, it's really just B. Riley.</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. How about this? Does Josh Wander ever text or</p> <p>16 e-mail or call you without B. Riley on the text, e-</p> <p>17 mail, or line?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. I'd like to invoke the fifth.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. Has Josh Wander, since May 2024, ever said</p> <p>22 something to you to the effect of, don't worry about</p> <p>23 what B. Riley says, I'm still in charge?</p> <p>24 A. I'd like to invoke the fifth.</p> <p>25 Q. Has Steven Pasko ever told you, post May 2024,</p>
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<p>01 A. They've been engaged to serve as a</p> <p>02 restructuring advisor and they've, you know, taken over</p> <p>03 day-to-day control of decision making. That's my</p> <p>04 understanding, while they work through a restructuring</p> <p>05 plan.</p> <p>06 Q. What role does Josh Wander currently have at</p> <p>07 777 Partners?</p> <p>08 MR. MCCARTHY: Object to the form.</p> <p>09 A. I'm not entirely sure.</p> <p>10 BY MR. DONOVAN:</p> <p>11 Q. Understood. Do you understand that currently</p> <p>12 Josh Wander is working as a consultant or a contractor</p> <p>13 to 777 Partners?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. That is what I heard at one point, yes.</p> <p>16 BY MR. DONOVAN:</p> <p>17 Q. So, how often do you interact with Josh Wander</p> <p>18 at present?</p> <p>19 A. I see him at the office every now and then</p> <p>20 when he's there or I'm there.</p> <p>21 Q. Has Josh Wander ever said to you, don't listen</p> <p>22 to what B. Riley said, listen to what I say?</p> <p>23 MR. MCCARTHY: Objection to the form.</p> <p>24 A. I'm not entirely sure if that's -- he's never</p> <p>25 told me not to listen to them and do what he says</p>	<p>01 don't worry about what B. Riley says, I'm still in</p> <p>02 charge?</p> <p>03 A. I'd like to invoke the fifth.</p> <p>04 Q. Is it fair to say Josh Wander and Steven Pasko</p> <p>05 have told you that B. Riley doesn't know what they're</p> <p>06 doing?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I'd like to invoke the fifth.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Do you think B Riley knows what they're doing?</p> <p>11 A. I'd like to invoke the fifth.</p> <p>12 Q. Do you know whether A-CAP installed B. Riley</p> <p>13 as restructuring managers for 777 Partners and 600</p> <p>14 Partners?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I'd like to invoke the fifth.</p> <p>17 BY MR. DONOVAN:</p> <p>18 Q. How do you normally interact with Josh Wander?</p> <p>19 Josh Wander, meaning the mode of conversation.</p> <p>20 A. I'd like to invoke the fifth, please.</p> <p>21 Q. Can you describe Josh Wander's personality for</p> <p>22 me?</p> <p>23 A. I'd like to invoke the fifth, please.</p> <p>24 Q. Is Josh Wander a con man?</p> <p>25 A. I'd like to invoke the fifth, please.</p>



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<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 BY MR. DONOVAN:</p> <p>03 Q. Is Josh Wander a scam artist?</p> <p>04 MR. MCCARTHY: Objection to the form.</p> <p>05 A. I'd like to invoke the fifth, please.</p> <p>06 BY MR. DONOVAN:</p> <p>07 Q. Would you loan Josh Wander \$500 of your own</p> <p>08 money?</p> <p>09 A. I'd like to invoke the fifth, please.</p> <p>10 Q. All right. What's the distinction between 777</p> <p>11 Partners and 600 Partners?</p> <p>12 A. Each entity holds different portfolio</p> <p>13 companies and then, you know, they're consolidated for</p> <p>14 financial reporting purposes. That's my understanding.</p> <p>15 Q. What are some of the portfolio companies owned</p> <p>16 by 777 Partners?</p> <p>17 A. Haven't seen the organization chart in quite a</p> <p>18 while.</p> <p>19 THE COURT REPORTER: I'm sorry, I didn't get</p> <p>20 that here for the record. Can you repeat that?</p> <p>21 A. The organizational chart. Sorry. I honestly,</p> <p>22 I don't feel comfortable responding to that question</p> <p>23 now, given the, you know, past several months of</p> <p>24 unwinding businesses and selling businesses, I don't --</p> <p>25 BY MR. DONOVAN:</p>	<p>01 A. Okay.</p> <p>02 Q. I'm just asking for your understanding,</p> <p>03 sitting here today, understanding that memories can be</p> <p>04 valuable too.</p> <p>05 A. Yeah.</p> <p>06 Q. So, I'm asking sitting here today, do you</p> <p>07 remember any portfolio companies of 777 Partners for the</p> <p>08 May 2021 to May 2024, period?</p> <p>09 A. I believe the Nutmeg soccer club entities sat</p> <p>10 below 777 Partners, but I think some of the aviation</p> <p>11 entities. Yeah, that's all I can remember in terms of</p> <p>12 confidence that it's not a 600 Partners entity.</p> <p>13 Q. Sitting here today. Do you remember any</p> <p>14 portfolio companies of 600 Partners over the May 2021 to</p> <p>15 May 2024, period?</p> <p>16 A. It would have been a lot of the insurance</p> <p>17 entities. There was a Tammy business, transatlantic</p> <p>18 mortgage, SuttonPark. And then there's, you know, a</p> <p>19 variety of SPVs that sit below those that roll up into</p> <p>20 600.</p> <p>21 Q. Is it fair to say that on a day-to-day basis</p> <p>22 over the May 2021 to May 2024 period, 777 Partners and</p> <p>23 600 Partners operated as one single entity?</p> <p>24 MR. MCCARTHY: Objection to the form.</p> <p>25 A. On a consolidated basis, yes, in terms of the</p>
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<p>01 Q. Understood. So, how about over the May 2021</p> <p>02 to May 2024, period. Can you just identify for me, some</p> <p>03 of the portfolio companies of 777 Partners that you</p> <p>04 remember?</p> <p>05 A. I believe -- I -- actually, I'd rather I</p> <p>06 decided I'm not entirely sure. I don't want to speak on</p> <p>07 the record. There's a lot of companies, or there were a</p> <p>08 lot of companies.</p> <p>09 Q. Fair. And I'm not -- to be clear, I'm not</p> <p>10 asking just for portfolio companies that you're sure</p> <p>11 about, and I understand that you're testifying based on</p> <p>12 your knowledge here today. I'm just asking, even if</p> <p>13 you're not sure about them, do you remember any</p> <p>14 portfolio companies of 777 Partners over the May 2021 to</p> <p>15 May 2024 period?</p> <p>16 MR. MCCARTHY: Objection to the form.</p> <p>17 A. This is -- just be clear, 777 Partners, not</p> <p>18 600 --</p> <p>19 BY MR. DONOVAN:</p> <p>20 Q. Yes, I'm going to ask about 600 here. Why</p> <p>21 don't I try my --</p> <p>22 A. Reasoning for my apprehensions, I don't want</p> <p>23 to --</p> <p>24 Q. Yeah. And I'm not I understand this is not</p> <p>25 -- this is not supposed to be like a memory test.</p>	<p>01 polling company structure, that's fair.</p> <p>02 BY MR. DONOVAN:</p> <p>03 Q. When you say on a consolidated basis, what do</p> <p>04 you mean?</p> <p>05 A. Like I said before, the two entities are</p> <p>06 consolidated for reporting purposes, financial reporting</p> <p>07 purposes. At least that's my understanding.</p> <p>08 Q. Understood. So, you're speaking from an</p> <p>09 accounting perspective when you answer that question?</p> <p>10 A. That's what I've been told by the accounting</p> <p>11 team. I guess over the years.</p> <p>12 Q. I get it. Okay. So, I'm asking on a day-to-</p> <p>13 day basis, from the perspective of employees such as</p> <p>14 yourself, do 777 Partners and 600 Partners operate as</p> <p>15 the same entity?</p> <p>16 MR. MCCARTHY: Objection to the form.</p> <p>17 A. I would say, I think that's fair, and I think</p> <p>18 it's the other words, individuals within companies</p> <p>19 across both probably on the same payroll, during that</p> <p>20 time, at least.</p> <p>21 Q. All right. What is JG Wentworth?</p> <p>22 A. They are a structured settlement originator.</p> <p>23 Q. What is a structured settlement originator?</p> <p>24 A. I'd like to take the fifth.</p> <p>25 Q. I'm just asking a yes or no question here.</p>

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<p>01 When I refer to the New York lawsuit between</p> <p>02 Leadenhall and 777 Partners and affiliates. Do you know</p> <p>03 what I'm talking about?</p> <p>04 A. Yes, I do.</p> <p>05 Q. What's your understanding of the New York</p> <p>06 lawsuit between 777 Partners and affiliates on the one</p> <p>07 hand in Leadenhall, on the other hand?</p> <p>08 A. Like to take the fifth, please.</p> <p>09 THE COURT REPORTER: Counsel, can we take a</p> <p>10 bathroom break.</p> <p>11 MR. DONOVAN: Yeah. Why don't we take a break</p> <p>12 right now?</p> <p>13 THE VIDEOGRAPHER: Sure. We're going off</p> <p>14 record. The time is 01:56 P.M.</p> <p>15 (Thereupon, a short discussion was held off</p> <p>16 record.)</p> <p>17 (Deposition resumed.)</p> <p>18 THE VIDEOGRAPHER: We are back on record the</p> <p>19 time is 02:03 P.M.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. All right. Ready to go?</p> <p>22 A. Yeah.</p> <p>23 Q. Okay. In 2021 did SuttonPark Capital consider</p> <p>24 purchasing a portfolio of structured settlements from JG</p> <p>25 Wentworth?</p>	<p>01 A. I'd like to take the fifth, please.</p> <p>02 Q. Before SuttonPark Capital ever purchased a</p> <p>03 portfolio of assets from JG Wentworth in 2021, did 777</p> <p>04 Partners issue compliance reports to Leadenhall stating</p> <p>05 that assets which they had never purchased were pledged</p> <p>06 to Leadenhall?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I'd like to take the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Is it true that over the -- sorry withdrawn.</p> <p>11 Is it true that of the \$250 million portfolio</p> <p>12 of assets that SuttonPark considered purchasing from JG</p> <p>13 Wentworth, SuttonPark only ultimately purchased</p> <p>14 approximately \$1 million in assets?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I'll take the fifth, please.</p> <p>17 BY MR. DONOVAN:</p> <p>18 Q. Did the SuttonPark Capital accounting</p> <p>19 department expressly raise concerns to you that</p> <p>20 SuttonPark was issuing false compliance reports to</p> <p>21 Leadenhall?</p> <p>22 MR. MCCARTHY: Objection to the form.</p> <p>23 A. I'll take the fifth, please?</p> <p>24 BY MR. DONOVAN:</p> <p>25 Q. Do you know what the -- strike that. Do you</p>
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<p>01 A. I'd like to take the fifth, please.</p> <p>02 Q. In 2021 did SuttonPark Capital considering --</p> <p>03 sorry, let me start again. In 2021 did SuttonPark</p> <p>04 Capital consider purchasing a portfolio of structured</p> <p>05 settlements from JG Wentworth worth approximately \$250</p> <p>06 million?</p> <p>07 A. I'd like to take the fifth, please.</p> <p>08 MR. MCCARTHY: Mr. Bennett, if you could wait</p> <p>09 a second, so if I have an objection, I can say --</p> <p>10 THE WITNESS: Oh, I'm sorry. I'm sorry.</p> <p>11 MR. MCCARTHY: That's okay.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Before SuttonPark Capital ever purchased those</p> <p>14 assets in 2021, did Josh Wander direct you and Alex</p> <p>15 Adnani to allocate the assets to Leadenhall and 777</p> <p>16 Partners computer systems?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. And I'll invoke the fifth, please.</p> <p>19 BY MR. DONOVAN:</p> <p>20 Q. What is MP Fin?</p> <p>21 A. It's a database that the SuttonPark Capital</p> <p>22 business use for a variety of reporting and servicing</p> <p>23 functions of that business.</p> <p>24 Q. Is one of the ways in which SuttonPark used MP</p> <p>25 Fin to allocate assets to lenders as collateral?</p>	<p>01 know what it means for the SuttonPark Capital accounting</p> <p>02 department to conduct a reconciliation?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I'll take the fifth, please?</p> <p>05 BY MR. DONOVAN:</p> <p>06 Q. Did the SuttonPark Capital accounting</p> <p>07 department regularly conduct reconciliations whereby</p> <p>08 they compared accounting books and records to compliance</p> <p>09 reports issued to lenders?</p> <p>10 MR. MCCARTHY: Objection to the form.</p> <p>11 A. I'll take to the fifth, please.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Did Josh Wander or Steven Pasko ever tell you</p> <p>14 not to worry about the fact that SuttonPark was issuing</p> <p>15 false compliance reports to Leadenhall because</p> <p>16 SuttonPark would purchase assets from JG Wentworth in</p> <p>17 the future?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. And I will invoke the fifth please.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. Do you know what it means to top up or top off</p> <p>22 receivables accounts?</p> <p>23 MR. MCCARTHY: Objection to the form.</p> <p>24 A. And I will invoke the fifth please.</p> <p>25 BY MR. DONOVAN:</p>

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<p>01 Q. Does topping up or topping off receivable</p> <p>02 accounts mean that 777 partners added money to bank</p> <p>03 accounts to cover up the fact that 777 partners had</p> <p>04 never purchased assets which had been pledged to</p> <p>05 lenders?</p> <p>06 MR. MCCARTHY: Objection to the form.</p> <p>07 A. And I will invoke the fifth please.</p> <p>08 BY MR. DONOVAN:</p> <p>09 Q. Was the purpose of topping up or topping off</p> <p>10 receivables accounts to conceal a fraud perpetrated on</p> <p>11 Leadenhall?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. And I will invoke the fifth please.</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. Do you know who Karen Gorday is?</p> <p>16 A. Yes.</p> <p>17 Q. And who is Karen Gorday?</p> <p>18 A. She previously worked in the accounting</p> <p>19 department at SuttonPark.</p> <p>20 Q. Do you know whether the SuttonPark Accounting</p> <p>21 Department blames certain individuals for the issuance</p> <p>22 of false compliance reports to Leadenhall?</p> <p>23 MR. MCCARTHY: Objection to the form.</p> <p>24 A. I'll invoke the fifth please.</p> <p>25 BY MR. DONOVAN:</p>	<p>01 making process is from a legal team perspective to, and</p> <p>02 what facts or information were gathered to, I guess,</p> <p>03 justify it from the business.</p> <p>04 Q. I understand that answer. So, do you know who</p> <p>05 thought it was a good idea to bring a lawsuit against</p> <p>06 Leadenhall based on alleged intrusions by Noah Davis?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I would like to invoke the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Did you play any role in the decision to bring</p> <p>11 a lawsuit against Leadenhall based on unauthorized</p> <p>12 intrusions by Noah Davis?</p> <p>13 A. Did I play a role in that decision?</p> <p>14 Q. Yes.</p> <p>15 A. I'll take the fifth please.</p> <p>16 Q. Did the Plaintiffs in this Florida action file</p> <p>17 the action solely to retaliate against Leadenhall for</p> <p>18 bringing the New York action?</p> <p>19 MR. MCCARTHY: Objection to the form.</p> <p>20 A. I'm not sure. I guess it's.</p> <p>21 BY MR. DONOVAN:</p> <p>22 Q. When you say you are not sure, do you mean</p> <p>23 that it's possible that the Plaintiffs filed this</p> <p>24 Florida action solely to retaliate against Leadenhall</p> <p>25 for bringing the New York action?</p>
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<p>01 Q. All right. So, when I refer to the Florida</p> <p>02 litigation, what I'm referring to is the litigation that</p> <p>03 you are here testifying about concerning alleged</p> <p>04 intrusions by Noah Davis. Do you understand what I</p> <p>05 mean?</p> <p>06 A. I do.</p> <p>07 Q. Do you know who made the decision to file this</p> <p>08 for a lawsuit against Leadenhall?</p> <p>09 A. I do not.</p> <p>10 Q. Do you have any idea who played a role in</p> <p>11 filing this lawsuit against Leadenhall based on alleged</p> <p>12 intrusions by Noah Davis?</p> <p>13 MR. MCCARTHY: Objection to the form.</p> <p>14 A. I'm not really sure who is involved in, you</p> <p>15 know, the decision to file the lawsuit or who ultimately</p> <p>16 facilitated that.</p> <p>17 BY MR. DONOVAN:</p> <p>18 Q. Do you know who at 777 Partners or any of its</p> <p>19 affiliates were in favor of filing a lawsuit against</p> <p>20 Leadenhall based on intrusions by Noah Davis?</p> <p>21 A. I'm not entirely sure, you know, how to answer</p> <p>22 that question.</p> <p>23 Q. When you say you are not entirely sure, what</p> <p>24 do you mean?</p> <p>25 A. I just don't know what, you know, the decision</p>	<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. I mean, I guess it's possible, I don't -- I</p> <p>03 just don't have -- I'm not entirely sure, but I guess to</p> <p>04 answer your question, it's possible.</p> <p>05 BY MR. DONOVAN:</p> <p>06 Q. Do you know that 777 Partners is currently the</p> <p>07 subject of an investigation by the Department of</p> <p>08 Justice?</p> <p>09 A. I will invoke the fifth please.</p> <p>10 Q. I think you testified earlier that you have</p> <p>11 not testified before a grand jury, right?</p> <p>12 A. That's correct. Yeah, I mean.</p> <p>13 Q. Well, okay. Have you provided any information</p> <p>14 to the Department of Justice concerning 777 partners?</p> <p>15 A. I will invoke the fifth.</p> <p>16 Q. Do you know whether Noah Davis has ever</p> <p>17 received a grand jury subpoena?</p> <p>18 A. I will invoke the fifth.</p> <p>19 Q. I think you testified before and I'm just</p> <p>20 asking for my own clarification purposes. I believe you</p> <p>21 testified before that your understanding based on news</p> <p>22 reports is that Noah Davis conducted intrusions into 777</p> <p>23 Partners infrastructure, right?</p> <p>24 A. Yes, like the IT infrastructures, my</p> <p>25 understanding.</p>

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<p>01 Q. All right. Do you know what Noah Davis was</p> <p>02 targeting and intruding into 777 Partners information</p> <p>03 technology systems?</p> <p>04 A. I don't know that I am in a position to answer</p> <p>05 that based on, you know, I don't have any factual</p> <p>06 support or have been presented with any, so I don't</p> <p>07 really know how to answer that question.</p> <p>08 Q. When you say factual support, what do you</p> <p>09 mean?</p> <p>10 A. I mean, I -- aside again from that news</p> <p>11 article, I would have no way of verifying that</p> <p>12 information because of my role at the company is on the</p> <p>13 investment team and I don't have anything to do with IT.</p> <p>14 Q. Sure, I get it. And I'm not asking for only</p> <p>15 verified information and your knowledge may be based on</p> <p>16 something you heard from someone at 777 Partners that</p> <p>17 might not be true. Like I work like at an organization</p> <p>18 too, I understand that.</p> <p>19 A. Okay.</p> <p>20 Q. I am just asking whether it's verified or you</p> <p>21 know it to be true or not, do you know what Noah Davis</p> <p>22 was targeting when he conducted intrusions into 777</p> <p>23 Partners computer systems?</p> <p>24 MR. MCCARTHY: Objection to the form.</p> <p>25 A. The information that I heard through word of</p>	<p>01 Q. Do you know approximately when Noah Davis</p> <p>02 conducted his first unauthorized intrusion into 777</p> <p>03 Partners computer systems?</p> <p>04 A. I don't.</p> <p>05 Q. Do you know whether Noah Davis first tried to</p> <p>06 access MP Fin in late June 2024?</p> <p>07 A. Do I remember? I'm sorry, you repeat the</p> <p>08 question.</p> <p>09 Q. Yeah, why don't I repeat it. Do you have any</p> <p>10 understanding of whether Noah Davis first tried to</p> <p>11 access MP Fin in unauthorized fashion on June 28th,</p> <p>12 2024?</p> <p>13 A. I'm sorry.</p> <p>14 Q. You can answer.</p> <p>15 A. Okay. I don't remember exactly, but that, I</p> <p>16 guess, that makes sense.</p> <p>17 Q. Why does that make sense?</p> <p>18 A. Just thinking back that was roughly, I guess,</p> <p>19 when he told me the exact date, so I believe it.</p> <p>20 Q. Do you know that Noah Davis had received a</p> <p>21 grand jury subpoena shortly before trying to access the</p> <p>22 MP Fin system on June 28th, 2024?</p> <p>23 MR. MCCARTHY: Objection to the form.</p> <p>24 A. I'll invoke the fifth, please.</p> <p>25 BY MR. DONOVAN:</p>
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<p>01 mouth was that it had something to do with access into</p> <p>02 the MP Fin database and I don't know if there was</p> <p>03 something along the lines of, you know, e-mails.</p> <p>04 BY MR. DONOVAN:</p> <p>05 Q. Whose e-mails did you hear that Noah Davis</p> <p>06 tried to access?</p> <p>07 MC. CARTHY: Objection to the form.</p> <p>08 A. I'm not sure, I don't know that it was</p> <p>09 provided a name or names.</p> <p>10 BY MR. DONOVAN:</p> <p>11 Q. Do you know whether Noah Davis tried to access</p> <p>12 the e-mails of Steven Pasko?</p> <p>13 A. That may have been mentioned, but I don't</p> <p>14 recall.</p> <p>15 Q. Well, I guess what I'm asking is did you ever</p> <p>16 hear from anyone did -- that Noah Davis try to access</p> <p>17 the e-mails of Steven Pasko?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. I think he was included in and I was informed</p> <p>20 of, but I don't remember exactly.</p> <p>21 BY MR. DONOVAN:</p> <p>22 Q. Understood that you don't remember exactly,</p> <p>23 but do you remember hearing about any other individual's</p> <p>24 e-mails that Noah Davis tried to access?</p> <p>25 A. I don't remember.</p>	<p>01 Q. Can you think of a reason why an individual</p> <p>02 after receiving a grand jury subpoena might want to try</p> <p>03 to get information responding to that subpoena?</p> <p>04 MR. MCCARTHY: Objection to the form.</p> <p>05 A. I'll invoke the fifth, please.</p> <p>06 BY MR. DONOVAN:</p> <p>07 Q. Well, do you know whether right after Noah</p> <p>08 Davis received a grand jury subpoena, he first tried to</p> <p>09 access in an unauthorized fashion the MP Fin System?</p> <p>10 MR. MCCARTHY: Objection to the form.</p> <p>11 A. I'll invoke the fifth, please.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Do you have any evidence or factual basis to</p> <p>14 believe that Leadenhall directed Noah Davis to conduct</p> <p>15 unauthorized intrusions in the 777 Partners computer</p> <p>16 systems or office buildings?</p> <p>17 A. I'll invoke the fifth, please.</p> <p>18 Q. Do you have any evidence or factual basis to</p> <p>19 believe that Leadenhall benefited in any way from</p> <p>20 information taken by Noah Davis due to unauthorized</p> <p>21 intrusions into computer systems or office buildings?</p> <p>22 A. I'll invoke the fifth, please.</p> <p>23 Q. Do you have any evidence or factual basis to</p> <p>24 believe that Leadenhall ever received information from</p> <p>25 Noah Davis that he took via unauthorized intrusions into</p>

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<p>01 computer systems or office buildings?</p> <p>02 MR. MCCARTHY: Objection to the form.</p> <p>03 A. I'll invoke the fifth, please.</p> <p>04 BY MR. DONOVAN:</p> <p>05 Q. Would you agree with me that you have no</p> <p>06 factual basis or evidence whatsoever to believe that</p> <p>07 Leadenhall directed Noah Davis to conduct unauthorized</p> <p>08 intrusions in the 777 Partners or SuttonPark Capital</p> <p>09 Systems?</p> <p>10 MR. MCCARTHY: Objection to the form.</p> <p>11 A. I'll invoke the fifth.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Okay. I'm going to define some terms so that</p> <p>14 we can speed the deposition along here.</p> <p>15 A. Okay.</p> <p>16 Q. I'm going to refer to the borrowers as the</p> <p>17 following entities, SPLCSS III, Dorchester Receivables</p> <p>18 II, LLC, Insurety Agency Services, LLC and Signal SML 4</p> <p>19 LLC. I'm going to refer to the guarantors as the</p> <p>20 following entities. 777 Partners, LLC and 600 Partners,</p> <p>21 LLC.</p> <p>22 I'm going to refer to the servicer as</p> <p>23 SuttonPark Servicing, LLC and I'm going to refer to the</p> <p>24 sellers as SuttonPark Capital, LLC, Signal Medical</p> <p>25 Receivables, LLC and Insurety Capital, LLC.</p>	<p>01 Q. And who is Carson McGuffin?</p> <p>02 A. He is, I believe a portfolio manager at</p> <p>03 A-Cap.</p> <p>04 Q. And do you know who Joe Gapman is?</p> <p>05 A. I do.</p> <p>06 Q. And who is Joe Gapman?</p> <p>07 A. She is the general counsel of A-Cap.</p> <p>08 Q. Do you know what it means for collateral to be</p> <p>09 free and clear of other claims?</p> <p>10 A. I would like to plead the fifth, please.</p> <p>11 Q. Did the 777 entity Defendants pledge</p> <p>12 collateral to Leadenhall that was not free and clear of</p> <p>13 other claims?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. I will invoke the fifth, please.</p> <p>16 BY MR. DONOVAN:</p> <p>17 Q. Were assets pledged to Leadenhall by the 777</p> <p>18 entity Defendants free and clear of all other claims at</p> <p>19 all times?</p> <p>20 A. I will invoke the fifth, please.</p> <p>21 Q. Did the 777 entity Defendants pledge</p> <p>22 collateral to Leadenhall that the 777 entity Defendants</p> <p>23 had already pledged to other lenders?</p> <p>24 A. I will invoke the fifth, please.</p> <p>25 Q. Did the 777 entity Defendants pledge</p>
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<p>01 All of those 777 parties collectively are</p> <p>02 going to be referred to as the 777 entity Defendants.</p> <p>03 I'm also going to refer to the entity Advantage Capital</p> <p>04 Holdings, LLC as A-Cap. Do you understand all that?</p> <p>05 A. I do.</p> <p>06 MR. MCCARTHY: Objection to the form.</p> <p>07 MR. DONOVAN: Do you objected to the form of,</p> <p>08 do you understand that?</p> <p>09 MR. MCCARTHY: No, to all the stuff that you</p> <p>10 said before that.</p> <p>11 BY MR. DONOVAN:</p> <p>12 Q. Do you know who Kenneth King is?</p> <p>13 A. I do.</p> <p>14 Q. Who is Kenneth King?</p> <p>15 A. He is the CEO of A-Cap.</p> <p>16 Q. How much interaction did you have with Kenneth</p> <p>17 King over the May 2021 to May 2024 period?</p> <p>18 A. I would like to invoke the fifth.</p> <p>19 Q. Do you know who Mike Saliab is?</p> <p>20 A. I do.</p> <p>21 Q. Who is Mike Saliab?</p> <p>22 A. He I believe is a chief operating officer of</p> <p>23 A-Cap.</p> <p>24 Q. Do you know who Carson McGuffin is?</p> <p>25 A. I do.</p>	<p>01 collateral to Leadenhall that the 777 entity Defendants</p> <p>02 had not yet purchased?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I will invoke the fifth, please.</p> <p>05 Q. Did the 777 entity Defendants pledge</p> <p>06 fictitious assets to Leadenhall?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I will invoke the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Do you know what it means to double pledge</p> <p>11 assets?</p> <p>12 A. I will invoke the fifth, please.</p> <p>13 Q. Were assets double pledged or fictitiously</p> <p>14 pledged to Leadenhall solely because of the actions of</p> <p>15 the borrowers or guarantors?</p> <p>16 A. I will invoke the fifth, please.</p> <p>17 Q. Were the 777 entity Defendants A-Cap, Kenneth</p> <p>18 King, Josh Wander and Steven Pasko part of an</p> <p>19 association in fact?</p> <p>20 MR. MC. CARTHY: Object to the form.</p> <p>21 A. I will invoke the fifth, please.</p> <p>22 BY MR. DONOVAN:</p> <p>23 Q. Were the 777 entity Defendants A-Cap, Kenneth</p> <p>24 King, Josh Wander, and Steven Pasko part of a criminal</p> <p>25 enterprise?</p>

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<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. I will invoke the fifth, please.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. Did the 777 entity Defendants A-Cap, Kenneth</p> <p>05 King, Josh Wander and Steven Pasko operate a Ponzi</p> <p>06 scheme?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I will invoke the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Can you define a Ponzi scheme?</p> <p>11 A. I will invoke the fifth, please.</p> <p>12 Q. Did A-Cap and Kenneth King make the 777 entity</p> <p>13 Defendants appear to be a legitimate business when it</p> <p>14 was not by loaning the 777 entity Defendants billions of</p> <p>15 dollars?</p> <p>16 MR. MCCARTHY: Objection to the form.</p> <p>17 A. I will invoke the fifth please.</p> <p>18 BY MR. DONOVAN:</p> <p>19 Q. Was the common purpose of the association</p> <p>20 between 777 -- sorry, let me start again, withdrawn.</p> <p>21 Was the common purpose of the association</p> <p>22 between the 777 entity Defendants, Kenneth King, Josh</p> <p>23 Wander and Steven Pasko to generate money for its</p> <p>24 members by lying about the security backing lender's</p> <p>25 debt?</p>	<p>01 you currently work remotely?</p> <p>02 A. I work at an office.</p> <p>03 Q. What office do you work at?</p> <p>04 A. It's a downtown Miami office, quest office.</p> <p>05 Q. Sorry, did you say quest office?</p> <p>06 A. It's a -- it's like a shared workspace.</p> <p>07 Q. I see. Is this a shared workspace that you</p> <p>08 personally subscribe to?</p> <p>09 A. No, the company.</p> <p>10 Q. Oh, I see. Okay. Do you know what the</p> <p>11 address is?</p> <p>12 A. It's -- I believe it's 200 Southeast 2nd</p> <p>13 Street, one or 200.</p> <p>14 Q. Who else works out of that shared office?</p> <p>15 A. There is a few, I don't know, there is</p> <p>16 probably 15 individuals or so including B. Riley, but</p> <p>17 it's a -- it's like a hybrid work situation I could -- I</p> <p>18 guess you could say.</p> <p>19 Q. Does Josh Wander work out of that shared</p> <p>20 office?</p> <p>21 A. He does.</p> <p>22 Q. Does Steven Pasko work out of that shared</p> <p>23 office?</p> <p>24 A. He does.</p> <p>25 Q. Does Alex Adnani work out of that shared</p>
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<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. I will invoke the fifth, please.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. Did A-Cap and Mr. King control the decision</p> <p>05 making of the enterprise with the 777 entity Defendants?</p> <p>06 MR. MCCARTHY: Object to the form.</p> <p>07 A. I will invoke the fifth, please.</p> <p>08 BY MR. DONOVAN:</p> <p>09 Q. Was the structure of the enterprise involving</p> <p>10 the 777 entity Defendants, Kenneth King, Josh Wander,</p> <p>11 and Steven Pasko memorialized in a steering committee</p> <p>12 memorandum issued around April, 20th, 2023?</p> <p>13 A. I will invoke the fifth, please.</p> <p>14 Q. Did A-cap and Kenneth King control the actions</p> <p>15 and decision making of the 777 entity Defendants Kenneth</p> <p>16 King -- sorry, withdrawn. Did A-Cap and Kenneth King</p> <p>17 control the actions and decision making of the 777</p> <p>18 entity Defendants Josh Wander and Steven Pasko?</p> <p>19 MR. MCCARTHY: Objection to the form.</p> <p>20 A. I will invoke the fifth, please.</p> <p>21 BY MR. DONOVAN:</p> <p>22 Q. Did you previously work out of 777 Partners</p> <p>23 offices at 600 Brickell Avenue?</p> <p>24 A. I did.</p> <p>25 Q. And at what point did you -- withdrawn. Do</p>	<p>01 office?</p> <p>02 A. He does not.</p> <p>03 Q. Do you know whether Alex Adnani works</p> <p>04 remotely? Currently?</p> <p>05 A. He does.</p> <p>06 Q. Does Mark Shapiro work out of that shared</p> <p>07 office?</p> <p>08 A. Not every week, but when he is at in Miami,</p> <p>09 yes.</p> <p>10 Q. Does Josh Wander work out of that shared</p> <p>11 office every day?</p> <p>12 A. Not every day.</p> <p>13 Q. Does he -- does Josh Wander work out of that</p> <p>14 shared office every week?</p> <p>15 A. Tough to say. I mean, it's a hybrid work</p> <p>16 situation so I.</p> <p>17 Q. Is it fair to say you see Josh Wander in that</p> <p>18 shared office more than you see Mark Shapiro?</p> <p>19 A. I will invoke the fifth, please.</p> <p>20 Q. When was the last time you saw Mark Shapiro?</p> <p>21 A. I believe it was last week.</p> <p>22 Q. When was the last time you saw Josh Wander?</p> <p>23 A. I believe I think I saw him today.</p> <p>24 Q. Did you see him -- sorry, I didn't mean to cut</p> <p>25 you off.</p>



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01 A. That's okay.	01 Q. All right. As of April 2024, is it fair to
02 Q. Can you --	02 say that you Josh Wander, Steven Pasko, and Alex Adnani
03 A. I think I -- I think he was in his office when	03 worked on the 19th Floor at 777 Partner's offices in
04 I -- before I came here. I have not spoken to him	04 Miami?
05 today.	05 A. Yes.
06 Q. All right. When was the last time you spoke	06 Q. Yes. Is it fair to say that prior to April
07 to Josh Wander?	07 2024, A-Cap employees had worked out of 777 Partners
08 A. Sometime last week.	08 offices in Miami?
09 Q. Fair to say that when you last spoke to Josh	09 MR. MCCARTHY: Objection to the form.
10 Wander, Mark Shapiro was not part of the conversation?	10 A. I will invoke the fifth, please.
11 MR. MCCARTHY: Objection to the form.	11 BY MR. DONOVAN:
12 A. Yeah, I guess, you could say that.	12 Q. What is a compliance report?
13 BY MR. DONOVAN:	13 A. I will invoke the fifth, please.
14 Q. What did you guys talk about?	14 Q. Did the 777 entity Defendants issue compliance
15 A. I don't recall.	15 reports to Leadenhall over the May 2021 to November 2023
16 Q. Did Josh Wander tell you he had been deposed	16 period?
17 in this case last week?	17 MR. MCCARTHY: Objection to the form.
18 A. He told me he had a deposition.	18 A. I will invoke the fifth, please.
19 Q. What did he tell you about the deposition?	19 BY MR. DONOVAN:
20 A. Just that he had to fly to New York, I think	20 Q. Can you tell me anything about the role you
21 for it.	21 played if any in issuing compliance reports to
22 Q. When was the last time you talked to Kenneth	22 Leadenhall?
23 King?	23 MR. MCCARTHY: Objection to the form.
24 A. It's got to be over a year ago would be my	24 A. I will invoke the fifth, please.
25 guess.	25 BY MR. DONOVAN:
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01 Q. How often would you say you've talked to	01 Q. Would you agree with me that Kenneth King and
02 Kenneth King?	02 A-Cap exercised total control over the 777 entity
03 A. Not very frequently.	03 Defendants whereby they determine whether the 777 entity
04 Q. You say you've talked to Mike Saliab and	04 Defendants can make payroll when enter into contracts?
05 Carson McGuffin much more frequently?	05 MR. MCCARTHY: Objection to the form.
06 MR. MCCARTHY: Objection to the form.	06 A. I will invoke the fifth, please.
07 A. Not Mike Saliab, but Carson, yes.	07 BY MR. DONOVAN:
08 BY MR. DONOVAN:	08 Q. Did Kenneth King and A-Cap sit at the top of
09 Q. Did you share an office with Carson McGuffin	09 the hierarchy in the enterprise with the 777 entity
10 at 777 Partners offices in Miami?	10 Defendants Josh Wander and Steven Pasko?
11 A. I will invoke the fifth.	11 A. I will invoke the fifth, please.
12 Q. Did you share an office with Mike Saliab at	12 Q. Did the 777 entity Defendants A-Cap, Josh
13 777 Partners offices in Miami?	13 Wander, Steven Pasko and Kenneth King use approximately
14 A. I will invoke the fifth, please.	14 \$600,000,000 in debt provided by Leadenhall to purchase
15 Q. Did you and Alex Adnani used to share an	15 professional football teams and airlines?
16 office at 777 Partners offices?	16 MR. MCCARTHY: Objection to form.
17 A. I will invoke the fifth, please.	17 A. I will invoke the fifth, please.
18 Q. Did you previously work on the 19th floor at	18 BY MR. DONOVAN:
19 777 Partner's offices?	19 Q. Is it your understanding that a compliance
20 A. Yes.	20 report issued to a lender contains lists of assets
21 Q. Who else worked on the 19th floor?	21 purportedly pledged to the lender?
22 MR. MCCARTHY: Objection to the form.	22 A. I will invoke the fifth, please.
23 A. There was a lot of -- it was a pretty large	23 Q. All right. When I say a compliance report is
24 floor and it was a different company makeup at the time.	24 false, I mean that the report contains assets
25 BY MR. DONOVAN:	25 purportedly pledged to the lender that are not in fact

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<p style="text-align: right;">Page 54</p> <p>01 pledged exclusively to the lender. Did the 777 entity  02 Defendants issue approximately 60 false compliance  03 reports to Leadenhall over the May 2021 to November 2023  04 period?  05 A. I will invoke the fifth, please.  06 Q. Did the 777 entity Defendants A-Cap, Kenneth  07 King, Josh Wander, and Steven Pasko participate in a  08 scheme to issue compliance reports to Leadenhall from  09 May 2021 to November 2023 falsely stating that assets  10 were pledged exclusively to Leadenhall?  11 A. I will invoke the fifth, please.  12 Q. Did a criminal enterprise involving the 777  13 entity Defendants, A-Cap, Kenneth King, Josh Wander and  14 Steven Pasko work together to issue false compliance  15 reports to Leadenhall over the May 2021 to November 2023  16 period?  17 MR. MCCARTHY: Objection to the form.  18 A. I will invoke the fifth, please.  19 BY MR. DONOVAN:  20 Q. So, when I use the term knowingly, what I mean  21 is deliberately and intentionally rather than by  22 mistake. Did the 777 entity Defendants knowingly issue  23 false compliance reports to Leadenhall from May 2021 to  24 November 2023?  25 MR. MCCARTHY: Objection to the form.</p>	<p style="text-align: right;">Page 56</p> <p>01 Q. Did a criminal enterprise involving the 777  02 entity Defendants, Josh Wander, Steven Pasko, Kenneth  03 King and A-Cap issue forged their Photoshop bank  04 statements to Leadenhall?  05 A. I will invoke the fifth, please.  06 Q. Did the 777 entity Defendants alter  07 receivables in the 777 Partners computer system called  08 MP Fin to make it appear as though assets had been  09 pledged exclusively to Leadenhall when they had not?  10 MR. MCCARTHY: Objection to the form.  11 A. I will invoke the fifth, please.  12 BY MR. DONOVAN:  13 Q. Did the A-Cap -- strike that. Did A-Cap and  14 the 777 entity Defendants engage in sham restructuring  15 negotiations with Leadenhall in 2024 to avoid bringing  16 the fraud to light?  17 MR. MCCARTHY: Objection to the form.  18 A. I will invoke the fifth, please.  19 BY MR. DONOVAN:  20 Q. Do you remember ever seeing servicing notes in  21 the MP Fin system stating that assets pledged to  22 Leadenhall had been pledged to another lender?  23 A. I will invoke the fifth, please.  24 Q. Do you remember the accounting department ever  25 raising concerns to you that 777 Partners had pledged</p>
<p style="text-align: right;">Page 55</p> <p>01 A. I will invoke the fifth, please.  02 BY MR. DONOVAN:  03 Q. Did Josh Wander knowingly issue false  04 compliance reports to Leadenhall from May 2021 to  05 November 2023?  06 MR. MCCARTHY: Objection to the form.  07 A. I will invoke the fifth, please.  08 BY MR. DONOVAN:  09 Q. Did Steven Pasko knowingly issue false  10 compliance reports to Leadenhall from May 2021 to  11 November 2023?  12 MR. MCCARTHY: Objection to the form.  13 A. I will invoke the fifth, please.  14 BY MR. DONOVAN:  15 Q. Did Kenneth King knowingly issue false  16 compliance reports to Leadenhall from May 2021 to  17 November 2023?  18 MR. MCCARTHY: Objection to the form.  19 A. I will invoke the fifth, please.  20 BY MR. DONOVAN:  21 Q. Did A-Cap knowingly issue false compliance  22 reports to Leadenhall from May 2021 to November 2023?  23 MR. MCCARTHY: Objection to the form.  24 A. I will invoke the fifth, please.  25 BY MR. DONOVAN:</p>	<p style="text-align: right;">Page 57</p> <p>01 assets to Leadenhall that 777 Partners had never  02 purchased in the first place?  03 MR. MCCARTHY: Objection to the form.  04 A. I will invoke the fifth, please.  05 BY MR. DONOVAN:  06 Q. Did the 777 entity Defendants knowingly double  07 pledge assets to Leadenhall?  08 MR. MCCARTHY: Objection to the form.  09 A. I will invoke the fifth, please.  10 BY MR. DONOVAN:  11 Q. Did the 777 entity Defendants operating at the  12 direction of Kenneth King, Josh Wander and Steven Pasko  13 create fake records in 777 Partners computer systems?  14 MR. MCCARTHY: Objection to the form.  15 A. I will invoke the fifth, please.  16 BY MR. DONOVAN:  17 Q. Did A-Cap and Kenneth King attempt to stop  18 Leadenhall from conducting an audit of its collateral in  19 2023 because A-Cap and King knew that the audit would  20 show that assets had been pledged to Leadenhall when  21 they were never purchased in the first place?  22 MR. MCCARTHY: Objection to the form.  23 A. I will invoke the fifth.  24 BY MR. DONOVAN:  25 Q. Did the association in fact involving the 777</p>



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<p>01 entity Defendants, Josh Wander, Steven Pasko, A-Cap and 02 Kenneth King take steps to try to conceal the fraud from 03 Leadenhall?</p> <p>04 MR. MCCARTHY: Objection to the form. 05 A. I will invoke the fifth, please. 06 BY MR. DONOVAN: 07 Q. Was the Capital Markets Group at 777 Partners 08 responsible for preparing and issuing compliance reports 09 to Leadenhall?</p> <p>10 A. I will invoke the fifth, please. 11 Q. Around March 2023, did you and Alex Adnani 12 begin reporting directly to A-Cap employees? 13 A. I will invoke the fifth, please. 14 Q. Did A-cap move into 777 Partners offices in 15 March 2023?</p> <p>16 MR. MCCARTHY: Objection to the form. 17 A. I will invoke the fifth, please. 18 BY MR. DONOVAN: 19 Q. Did A-Cap employees ever during your time at 20 777 Partners work out of 777 Partners offices? 21 MR. MCCARTHY: Objection to the form. 22 A. There were A-Cap individuals that worked at 23 our office when -- yeah, there were probably roughly in 24 that time but. 25 BY MR. DONOVAN:</p>	<p>01 Q. Well, was it before 2023? 02 MR. MCCARTHY: Objection to the form. 03 A. It was around that time, I guess, I'm not 04 entirely sure which month it was. 05 BY MR. DONOVAN: 06 Q. All right. Is it fair to say that around the 07 time period of late 2022 to early 2023, Kenneth King, 08 Mike Saliab and Carson McGuffin started working out of 09 777 Partners offices in Miami? 10 MR. MCCARTHY: Objection to the form. 11 A. I will invoke the fifth, please. 12 BY MR. DONOVAN: 13 Q. Well, hold on. So, I think you testified 14 already that Kenneth King, Mike Saliab and Carson 15 McGuffin were at some point working out of 777 Partners 16 offices in Miami, right? 17 MR. MCCARTHY: Objection to the form. 18 MR. DONOVAN: You can go ahead. 19 A. I don't know exact timelines of, you know, 20 when certain people were in the office or not, so I 21 don't feel comfortable opining. 22 BY MR. DONOVAN: 23 Q. I totally get that. I'm just asking for the 24 approximate time period that you remember sitting here 25 today in which Kenneth King, Mike Saliab and Carson</p>
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<p>01 Q. And what employees of A-Cap worked at 777 02 Partners offices? 03 A. Carson McGuffin, it depends on who was in town 04 I guess. 05 Q. All right. So who other than Carson McGuffin, 06 do you remember working out of 777 Partner's offices? 07 A. Mike Saliab, Kenny King, I don't really recall 08 all of their names. 09 Q. What about Joe Gapman? 10 A. I didn't -- I'm not sure that I saw her at the 11 time, but it's possible. 12 Q. Around what time period did Kenneth King, 13 Carson McGuffin and Mike Saliab start working out of 777 14 Partners offices in Miami? 15 A. I don't -- I'm not sure. I don't recall. 16 Q. Well, I had thought that you said that around 17 the time period early 2023, you recall Kenneth King, 18 Mike Saliab and Carson McGuffin working out of 777 19 Partner's offices in Miami, right? 20 A. They were at our offices, yeah. 21 Q. Yeah, and I'm just asking a time in question. 22 Was that around early 2023? 23 MR. MCCARTHY: Objection to the form. 24 A. I'm not entirely sure. 25 BY MR. DONOVAN:</p>	<p>01 McGuffin began working out of 777 Partners offices in 02 Miami? 03 MR. MCCARTHY: Objection to the form. 04 A. It's tough to say because people came and gone 05 so I, you know, the term working I guess is, I'm not 06 really sure. 07 BY MR. DONOVAN: 08 Q. All right. I think you are -- 09 A. I work out of a different office every now and 10 then but that doesn't mean I'm, you know what I'm 11 saying. I don't, so I don't know when you. 12 Q. Yeah, I understand why my question could be 13 clearer. I am asking when do you remember seeing 14 Kenneth King, Mike Saliab and Carson McGuffin at 777 15 Partners offices in Miami regularly? 16 A. I'm not entirely sure, I mean, they -- it 17 wasn't -- I'm not sure when I saw all of them there 18 regularly. 19 Q. All right. 20 A. I don't know where to timeline that. 21 Q. All right. So, why don't we just go one by 22 one then. Do you -- withdrawn. When do you recall 23 seeing Carson McGuffin at 777 Partners offices in Miami 24 regularly? 25 A. I think he went between North Carolina and</p>

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01 Miami elsewhere, so I'm not really sure on a regular	01 everyone.
02 basis when that would be.	02 Q. And did Kenneth King and Mike Saliab work on
03 Q. Well, did Carson McGuffin based on your	03 the 19th floor as well?
04 understanding move from North Carolina to Miami at some	04 A. When they were in Miami.
05 point?	05 Q. Did there come a time when Kenneth King, Mike
06 A. I believe he is still going back and forth.	06 Saliab and Carson McGuffin stopped working out of 777
07 Q. Yeah. And again, I'm just asking like a rough	07 Partners offices in Miami?
08 timing question. Given your testimony that you remember	08 A. I am not really sure when that would have
09 seeing Carson McGuffin in 777 Partner's offices, I'm	09 been. They, you know, when they were in town to visit,
10 asking just around what time period do you remember	10 they would be in our office, I don't know if or when
11 regularly seeing Carson McGuffin at 777 Partners offices	11 that stopped.
12 in Miami?	12 Q. Sure. I understand what you are saying. I
13 MR. MCCARTHY: Objection to the form.	13 think you are saying, look, they weren't in the office
14 A. I don't really -- I'm not really entirely	14 every single day. I think -- I understand your answer
15 sure.	15 on that. I'm just asking like a time period question.
16 BY MR. DONOVAN:	16 Understanding that you are saying that they
17 Q. Do you have any understanding of approximately	17 may not have been in the office every day, what time
18 when you started seeing Carson McGuffin regularly at 777	18 period approximately were Kenneth King, Carson McGuffin
19 Partners offices in Miami?	19 and Mike Saliab working out of the 777 Partner's offices
20 MR. MCCARTHY: Objection to the form.	20 from start to finish?
21 A. I don't remember.	21 A. I don't really know how to answer that.
22 BY MR. DONOVAN:	22 Q. Do you not know how to answer that because
23 Q. Do you have any understanding of when --	23 they weren't working out of the offices every day?
24 withdrawn. Approximately, when or during what time	24 MR. MCCARTHY: Objection to the form.
25 period do you remember seeing Mike Saliab at 777	25 A. I just wasn't keeping tabs on all of them
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01 Partners offices in Miami?	01 every single day so.
02 A. I don't remember the last time I saw him at	02 BY MR. DONOVAN:
03 the office.	03 Q. I see. Let me try it like this.
04 Q. I'm asking approximately when do you remember	04 Approximately, when was the first time you
05 starting to see Mike Saliab at 777 Partners offices in	05 remember seeing Kenneth King, Carson McGuffin or Mike
06 Miami?	06 Saliab working out of 777 Partners offices in Miami?
07 A. Early 2023 maybe.	07 A. I have no idea.
08 Q. And do you remember seeing Kenneth King, Mike	08 Q. No idea whatsoever?
09 Saliab and Carson McGuffin regularly at 777 Partners	09 A. When the first time they ever came to the
10 offices in Miami around the period early 2023?	10 office maybe 2020.
11 MR. MCCARTHY: Objection to the form.	11 Q. Sure. I guess that's fair. I am saying --
12 A. Just trying to think back. I don't remember.	12 so, I'm not asking when was the first time they ever
13 BY MR. DONOVAN:	13 showed up these visitors, I'm asking approximately when
14 Q. Did triple -- withdrawn. Were Carson McGuffin	14 was the first time you remember seeing Carson McGuffin,
15 -- withdrawn again. Was Carson McGuffin's name on a	15 Mike Saliab or Kenneth King working out of the 777
16 door?	16 Partners offices in Miami?
17 A. Not to my knowledge.	17 MR. MCCARTHY: Object to form.
18 MR. MCCARTHY: Objection to form.	18 A. I'm not sure.
19 BY MR. DONOVAN:	19 BY MR. DONOVAN:
20 Q. Did Carson McGuffin have an office that he	20 Q. What role did A-Cap play in issuing compliance
21 regularly worked out of at 777 Partners offices?	21 reports to Leadenhall?
22 A. I think there was a space where he would work	22 MR. MCCARTHY: Objection to form.
23 in the office when he was in town.	23 A. I'll invoke the fifth, please.
24 Q. What floor of the office was that on?	24 BY MR. DONOVAN:
25 A. Well, the floor was the 19th floor for	25 Q. Do you know approximately when the 777 entity

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<p>01 defendants stop issuing compliance reports to</p> <p>02 Leadenhall?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I'll invoke the fifth, please.</p> <p>05 BY MR. DONOVAN:</p> <p>06 Q. Did A-Cap know that the 777 entity defendants</p> <p>07 were issuing false compliance reports to Leadenhall</p> <p>08 after they started working out of 777 Partners Offices</p> <p>09 in early 2023?</p> <p>10 MR. MCCARTHY: Object to form.</p> <p>11 A. I'll invoke the fifth, please.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Did A-Cap and Kenneth King know that the 777</p> <p>14 entity defendants were issuing false compliance reports</p> <p>15 to Leadenhall prior to 2023?</p> <p>16 MR. MCCARTHY: Object to the form.</p> <p>17 A. I'll invoke the fifth, please.</p> <p>18 BY MR. DONOVAN:</p> <p>19 Q. Prior to -- well, let me ask this. Did there</p> <p>20 come a time when Josh Wander and Steven Pasko resigned</p> <p>21 as managers of 777 Partners and 600 Partners?</p> <p>22 A. I believe so, yes.</p> <p>23 Q. Do you remember when they resigned as managers</p> <p>24 of 777 Partners and 600 Partners?</p> <p>25 A. I would assume when B. Riley was engaged as</p>	<p>01 Q. Does he have a reputation for being imposing?</p> <p>02 A. He's a tall guy.</p> <p>03 Q. Sure. Outside of his height, does he have a</p> <p>04 reputation for being imposing?</p> <p>05 MR. MCCARTHY: Objection to the form.</p> <p>06 A. I'm not really sure.</p> <p>07 BY MR. DONOVAN:</p> <p>08 Q. Do you think Josh Wander was scared of Kenneth</p> <p>09 King?</p> <p>10 A. I'm not sure.</p> <p>11 Q. Do you think Steven Pasko was scared of</p> <p>12 Kenneth King?</p> <p>13 A. I'm not sure.</p> <p>14 Q. Prior to May 2024 were 777 Partners and 600</p> <p>15 Partners mere instrumentalities of Josh Wander and</p> <p>16 Steven Pasko?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. What do you mean?</p> <p>19 BY MR. DONOVAN:</p> <p>20 Q. Sorry, are you asking what do I mean?</p> <p>21 A. Yeah. Like, I'm --</p> <p>22 Q. Sure.</p> <p>23 A. -- sorry, could you repeat.</p> <p>24 Q. Yeah.</p> <p>25 A. Your entities you said.</p>
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<p>01 construction adviser.</p> <p>02 Q. Do you know why Josh Wander and Steven Pasko</p> <p>03 resigned as managers of 777 Partners and 600 Partners?</p> <p>04 A. I'll invoke the fifth, please.</p> <p>05 Q. Do you know whether A-Cap and Kenneth King</p> <p>06 forced Josh Wander and Steven Pasko to resign as</p> <p>07 managers of 777 Partners and 600 Partners?</p> <p>08 A. I'll invoke the fifth, please.</p> <p>09 Q. Prior to May 2024, did Josh Wander and Steven</p> <p>10 Pasko exercise complete control over 777 Partners and</p> <p>11 600 Partners?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. I'll invoke the fifth, please.</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. Prior to May 2024, would you agree with me</p> <p>16 that Kenneth King control Josh Wander and Steven Pasko's</p> <p>17 actions?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. I'll invoke the fifth, please.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. How would you describe Kenneth King?</p> <p>22 A. I don't really know him that well, but he's</p> <p>23 -- it's been -- I didn't have a ton of interaction with</p> <p>24 him, so I'm not really sure how to describe him other</p> <p>25 than who he works for.</p>	<p>01 Q. Sure. So, when I say an instrumentality do</p> <p>02 you know what I mean?</p> <p>03 A. Yes.</p> <p>04 Q. Would you consider 777 Partners and 600</p> <p>05 Partners instrumentalities of Josh Wander and Steven</p> <p>06 Pasko?</p> <p>07 A. I guess.</p> <p>08 Q. Okay. Is it fair to say that you agree with</p> <p>09 me that 777 Partners and 600 Partners are</p> <p>10 instrumentalities for Josh Wander and Steven Pasko?</p> <p>11 MR. MCCARTHY: Objection to the form.</p> <p>12 A. As part owners of the business, yes. I guess</p> <p>13 that's --</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. Do you believe that the fraud perpetrated by</p> <p>16 Josh Wander and Steven Pasko through their</p> <p>17 instrumentalities resulted in a loss of Leadenhall?</p> <p>18 A. I'll invoke the fifth, please.</p> <p>19 Q. How would you define the term insolvent?</p> <p>20 A. I'll invoke the fifth, please.</p> <p>21 Q. All right. So, when I'm using the term</p> <p>22 insolvent, what I mean is a company doesn't have the</p> <p>23 money to meet its debt or financial obligations. Is 777</p> <p>24 Partners currently insolvent?</p> <p>25 A. I'll invoke the fifth, please.</p>

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<p align="right"><b>Page 70</b></p> <p>01 Q. Was 777 Partners insolvent over the May 2021 02 to May 2024 period?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I'll invoke the fifth, please.</p> <p>05 BY MR. DONOVAN:</p> <p>06 Q. Did Josh Wander and Steven Pasko use the 07 corporate funds of 777 Partners and 600 Partners for 08 personal use?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I'll invoke the fifth, please.</p> <p>11 BY MR. DONOVAN:</p> <p>12 Q. Have you ever been on 777 Partners private 13 jet?</p> <p>14 A. I'll invoke the fifth, please.</p> <p>15 Q. Well, do you understand that 777 Partners at 16 one period in time through its portfolio companies owned 17 or partially owned a private jet?</p> <p>18 A. Yes.</p> <p>19 Q. Did the jet have a name?</p> <p>20 A. Not to my knowledge.</p> <p>21 Q. Do you know whether Josh Wander and Steven 22 Pasko used the 777 Partners jet for personal use?</p> <p>23 A. I'm not sure.</p> <p>24 Q. Well, how about this. Do you remember Josh 25 Wander and Steven Pasko using the corporate jet to ever</p>	<p align="right"><b>Page 72</b></p> <p>01 Q. You've never been in one of his cars before?</p> <p>02 A. Probably, I think it was like a Range Rover or 03 something.</p> <p>04 Q. I mean, he seems like the type of guy who'd 05 like a fancy car. And so, what other cars does he have?</p> <p>06 A. I honestly don't know.</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 THE VIDEOGRAPHER: Can we go off record for 09 media change?</p> <p>10 MR. DONOVAN: Sure.</p> <p>11 THE VIDEOGRAPHER: This ends Media 1 we're 12 going off the record, time is 03:21 P.M. 13 (Thereupon, a short discussion was held off 14 record.) 15 (Deposition resumed.) 16 THE VIDEOGRAPHER: This begins Media 2 back on 17 record, the time is 03:22 P.M.</p> <p>18 BY MR. DONOVAN:</p> <p>19 Q. Was there an overlap in ownership between 777 20 Partners and 600 Partners?</p> <p>21 MR. MCCARTHY: Objection to the form.</p> <p>22 A. Overlap in terms of the owners of the 23 businesses or?</p> <p>24 BY MR. DONOVAN:</p> <p>25 Q. Yeah, let me try it again. Do you know who</p>
<p align="right"><b>Page 71</b></p> <p>01 go on vacations?</p> <p>02 A. I'm not sure that they would characterize it 03 as vacation, I guess.</p> <p>04 Q. What do you mean by that?</p> <p>05 A. That they're always working.</p> <p>06 Q. Yeah. All right. Have you ever gone on 07 vacation with Josh Wander?</p> <p>08 A. No.</p> <p>09 Q. No. All right. Does Josh Wander go on a 10 vacation a lot?</p> <p>11 MR. MCCARTHY: Objection to the form.</p> <p>12 A. I'm not sure what he would qualify or classify 13 vacation as.</p> <p>14 BY MR. DONOVAN:</p> <p>15 Q. Do you know what Josh Wander's major assets 16 are?</p> <p>17 A. I have no idea.</p> <p>18 Q. He's got a penthouse apartment, right?</p> <p>19 A. Okay. Yes, I've heard of that.</p> <p>20 Q. Yeah. Have you ever been in his apartment?</p> <p>21 A. I have not.</p> <p>22 Q. Any other assets you remember?</p> <p>23 A. Cars, I guess.</p> <p>24 Q. What kind of cars does he have?</p> <p>25 A. I'm not sure what he has.</p>	<p align="right"><b>Page 73</b></p> <p>01 the owners of 777 Partners are?</p> <p>02 A. I don't know all of the current owners of the 03 business, to be honest with you, but Josh and Steve are 04 two of those individuals.</p> <p>05 Q. Do you know of any other owners of 777 06 Partners outside of Josh Wander and Steven Pasko?</p> <p>07 A. No.</p> <p>08 Q. Are Josh Wander and Steven Pasko also the 09 owners of 600 Partners?</p> <p>10 A. I don't believe Josh is.</p> <p>11 Q. Are there, as far as you know, owners of 600 12 Partners other than Steven Pasko?</p> <p>13 A. I'm not really sure.</p> <p>14 Q. Well, is there an overlap in ownership, 15 officers, directors, and employees between 777 Partners 16 and 600 Partners?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. Is there an overlap of owners, directors? 19 Can you repeat the question one more time?</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. Sure. Would you say there is an overlap in 22 owners, officers, directors, and employees between 777 23 Partners and 600 Partners?</p> <p>24 A. Yes.</p> <p>25 Q. Can you confirm that 777 Partners and 600</p>

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<p align="right"><b>Page 74</b></p> <p>01 Partners had common office space with Josh? Can you 02 confirm that 777 Partners and 600 Partners worked out of 03 the same office?</p> <p>04 A. Yes.</p> <p>05 Q. Did 777 Partners, 600 Partners, and other 06 entities within the 777 corporate system transact with 07 each other at arm's length?</p> <p>08 A. I'll invoke the fifth, sorry.</p> <p>09 Q. Did Josh Wander, Steven Pasko, 777 Partners, 10 and 600 Partners co-mingle corporate and professional - 11 - sorry, strike that. Did 777 Partners, 600 Partners, 12 Josh Wander, and Steven Pasko co-mingle corporate and 13 personal funds?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. I'll invoke the fifth.</p> <p>16 BY MR. DONOVAN:</p> <p>17 Q. Do you know whether 777 Partners and 600 18 Partners held regular board meetings?</p> <p>19 A. I think, yes, they used to.</p> <p>20 Q. Did 777 Partners and 600 Partners stop holding 21 regular board meetings around the late 2022 period?</p> <p>22 A. I don't recall.</p> <p>23 Q. So, when you said they used to hold regular 24 board meetings, what did you mean by that?</p> <p>25 A. That there were meetings with the board of</p>	<p align="right"><b>Page 76</b></p> <p>01 A. I think at some point they did, yes. They 02 should have.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. Do you remember when 777 Partners and 600 05 Partners stopped exercising corporate formalities?</p> <p>06 A. I don't recall.</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 BY MR. DONOVAN:</p> <p>09 Q. Do you know whether 777 Partners and 600 10 Partners prepare annual financial statements?</p> <p>11 A. I'll invoke the fifth, please.</p> <p>12 Q. Well, do you know whether 777 Partners and 600 13 Partners have ever prepared a financial statement?</p> <p>14 A. Yes, I do. Yes, they have.</p> <p>15 Q. What types of financial statements did 777 16 Partners and 600 Partners prepare?</p> <p>17 A. Audited annually and quarterly financials.</p> <p>18 Q. Do you remember who audited 777 Partners and 19 600 Partners quarterly and annual financial reports?</p> <p>20 A. I'd like to invoke the fifth, please.</p> <p>21 Q. Well -- okay. Did 777 Partners and 600 22 Partners engage an auditing firm to audit its financial 23 statements?</p> <p>24 MR. MCCARTHY: Objection to the form.</p> <p>25 A. I'd like to the fifth, please.</p>
<p align="right"><b>Page 75</b></p> <p>01 directors, but I'm not privy as to when they stopped.</p> <p>02 Q. I see.</p> <p>03 A. I wasn't on the board.</p> <p>04 Q. All right. So, is it fair to say that your 05 understanding is that 777 Partners and 600 Partners no 06 longer hold regular board meetings, but you're not sure 07 exactly when those board meetings stopped?</p> <p>08 A. To my knowledge now I don't think there's any 09 board meeting that's held or routine board meetings.</p> <p>10 Q. Right. And I'm just asking, do you know when 11 approximately those regular board meetings stopped?</p> <p>12 A. I don't recall.</p> <p>13 Q. When I use the term corporate formalities, do 14 you know what I'm referring to?</p> <p>15 A. Sure, yes.</p> <p>16 Q. How would you -- what are some corporate 17 formalities that you would describe?</p> <p>18 A. I think a board meeting would be one.</p> <p>19 Q. What about like a financial report?</p> <p>20 A. Yes.</p> <p>21 Q. What about like minutes of a board meeting?</p> <p>22 A. Yes.</p> <p>23 Q. Did 777 Partners and 600 Partners regularly 24 exercise corporate formalities?</p> <p>25 MR. MCCARTHY: Objection to the form.</p>	<p align="right"><b>Page 77</b></p> <p>01 BY MR. DONOVAN:</p> <p>02 Q. All right. Did the 777 entity defendants 03 routinely guarantee the debt obligations of affiliates 04 within the 777 corporate system?</p> <p>05 MR. MCCARTHY: Objection to the form.</p> <p>06 A. They did guarantee obligations, I don't know 07 if -- I don't want to make an opinion on routinely, so 08 there were guaranteed obligations.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. What's an example of debt obligation that a 11 777 Partners affiliate guaranteed for another affiliate?</p> <p>12 A. I'd like to take the fifth, please.</p> <p>13 Q. Did Josh Wander and Steven Pasko personally 14 guarantee the debt of the 777 entity defendants?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I'll take the fifth, please.</p> <p>17 BY MR. DONOVAN:</p> <p>18 Q. Do you know where Leadenhall \$600,000,000 19 went?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. I'll take the fifth, please.</p> <p>22 BY MR. DONOVAN:</p> <p>23 Q. Do you recall a time in which SuttonPark 24 Capital took in approximately \$350,000,000 from 25 Leadenhall that it then transferred to 777 Partners?</p>

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<p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. I'll invoke the fifth, please.</p> <p>03 BY MR. DONOVAN:</p> <p>04 Q. Well, can you answer any questions as to what</p> <p>05 777 Partners and A-Cap did with the \$600,000,000 in debt</p> <p>06 funding provided by Leadenhall?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I'll invoke the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Did A-Cap and Kenny King control the</p> <p>11 guarantors every move in inducing Leadenhall to provide</p> <p>12 approximately \$600,000,000 in debt funding to the 777</p> <p>13 entity defendants?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. I'll invoke the fifth, please.</p> <p>16 BY MR. DONOVAN:</p> <p>17 Q. Did A-Cap, the 777 Entity Defendants, Josh</p> <p>18 Wander, Steven Pasko, and Kenneth King defraud</p> <p>19 Leadenhall out of approximately \$600,000,000?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. I'll invoke the fifth, please.</p> <p>22 BY MR. DONOVAN:</p> <p>23 Q. Did the 777 entity defendants, Josh Wander,</p> <p>24 Steven Pasko, Kenneth King, and A-Cap use hundreds of</p> <p>25 millions of dollars provided by Leadenhall to try to buy</p>	<p>CROSS EXAMINATION</p> <p>01 BY MR. MORLAN, III:</p> <p>02 Q. Mr. Bennett, my name is Hal Morlan. I</p> <p>03 represent Saiph Consulting LLC and Paul Kosinski in this</p> <p>04 case. Do you know who Saiph Consulting LLC is?</p> <p>05 A. I do.</p> <p>06 Q. Okay. What is your understanding of who Saiph</p> <p>07 Consulting LLC is and what they do?</p> <p>08 A. So, my understanding is that that's Paul</p> <p>09 Kosinski's business -- consulting business. In terms of</p> <p>10 what they do, I think they provide consulting services</p> <p>11 around financial reporting or servicing, things of that</p> <p>12 nature.</p> <p>13 Q. And do you know who Paul Kosinski?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And how do you know Mr. Kosinski?</p> <p>16 A. Paul used to run SuttonPark Capital.</p> <p>17 Q. And did you have any occasion to interact with</p> <p>18 Paul when he was working for SuttonPark Capital?</p> <p>19 A. Yes.</p> <p>20 Q. What type of interaction did you have with</p> <p>21 Paul when he was working at SuttonPark Capital?</p> <p>22 A. Well, Paul actually hired me, so. But I</p> <p>23 started working with him probably in 2017 on a variety</p> <p>24 of reporting capital markets type transactions.</p>
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<p>01 professional football teams and airlines?</p> <p>02 MR. MCCARTHY: Objection to the form.</p> <p>03 A. I'll invoke the fifth, please.</p> <p>04 BY MR. DONOVAN:</p> <p>05 Q. I'll ask one more question. Is it fair to say</p> <p>06 that 777 Partners is paying the attorney's fees for your</p> <p>07 counsel?</p> <p>08 MR. SLOMAN: Objection, attorney-client</p> <p>09 privilege and I'll instruct Mr. Bennett not to</p> <p>10 answer the question.</p> <p>11 MR. DONOVAN: Well, so, I'm just asking a yes</p> <p>12 or no, I'm not asking for any communications.</p> <p>13 MR. SLOMAN: Yeah, but I think the answer to</p> <p>14 that may imply some type of communications that</p> <p>15 we've had. So, I think to be on the safe side, I'm</p> <p>16 going to instruct him not to answer.</p> <p>17 MR. DONOVAN: That's fair.</p> <p>18 BY MR. DONOVAN:</p> <p>19 Q. Are you paying for your counsel's attorney's</p> <p>20 fees?</p> <p>21 MR. SLOMAN: You can answer that question.</p> <p>22 A. I'm not.</p> <p>23 MR. DONOVAN: Okay. Nothing further from me.</p> <p>24 Mr. Morlan.</p> <p>25 MR. MORLAN, III: Thank you.</p>	<p>01 Q. And did that continue your work with</p> <p>02 Mr. Kosinski? Did that continue through his departure</p> <p>03 from SuttonPark in late 2020?</p> <p>04 A. To an extent, yeah.</p> <p>05 Q. Okay. During that time period, how often</p> <p>06 would you speak with Mr. Kosinski?</p> <p>07 A. I mean, in the final few years of his time</p> <p>08 there, occasionally, towards the beginning part of that</p> <p>09 timeline that was much more frequent.</p> <p>10 Q. Okay. So, for the part of the timeline that</p> <p>11 it was much more frequent, how long would you say that</p> <p>12 part of the timeline was?</p> <p>13 A. Probably from 2017 to 2019.</p> <p>14 Q. So, it would be fair to say that during that</p> <p>15 time period you got to know Mr. Kosinski pretty well?</p> <p>16 A. Yeah, I'd say so.</p> <p>17 Q. During that time period where you were</p> <p>18 routinely interacting with Mr. Kosinski, did</p> <p>19 Mr. Kosinski ever ask you to do anything that you felt</p> <p>20 was improper?</p> <p>21 A. Not to my knowledge, no. Or my recollection,</p> <p>22 I should say.</p> <p>23 Q. And do you know of that -- or have any</p> <p>24 information about any allegations that Mr. Kosinski has</p> <p>25 ever done anything improper in a business context?</p>

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<p align="right">Page 82</p> <p>01 MR. MCCARTHY: Objection to the form.</p> <p>02 A. Not to my knowledge.</p> <p>03 BY MR. MORLAN, III:</p> <p>04 Q. And were you aware that Leadenhall retained</p> <p>05 Saiph Consulting to perform a collateral audit that's</p> <p>06 the subject of this litigation?</p> <p>07 A. Yes.</p> <p>08 Q. And so, when I say collateral audit or the</p> <p>09 collateral audit that's the subject of this litigation,</p> <p>10 I'll be referring to that particular collateral audit</p> <p>11 where Leadenhall hired Saiph Consulting to perform the</p> <p>12 collateral audit we were just talking about so just for</p> <p>13 sake of clarity I just wanted to make sure that that was</p> <p>14 clear. Does that make sense?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And when did you find out that</p> <p>17 Leadenhall had hired Mr. -- sorry. Had hired Saiph</p> <p>18 Consulting to perform the collateral audit?</p> <p>19 A. I don't really recall.</p> <p>20 Q. Was there anyone else that you recall</p> <p>21 performing collateral audits during 2023 or 2024 besides</p> <p>22 Saiph Consulting?</p> <p>23 A. Yes.</p> <p>24 Q. And who were those other entities?</p> <p>25 A. CBIZ.</p>	<p align="right">Page 84</p> <p>01 Q. All right. And then as far as the Saiph</p> <p>02 Consulting collateral audit, was that just dealing with</p> <p>03 structured settlement receivables?</p> <p>04 A. To my knowledge, yes, I believe so.</p> <p>05 Q. And when did the CBIZ collateral audit start?</p> <p>06 A. I don't recall exactly, but I want to say</p> <p>07 June 2024.</p> <p>08 Q. And when did the Saiph Consulting collateral</p> <p>09 audit start?</p> <p>10 A. I think around the same time.</p> <p>11 Q. Were you aware that Leadenhall or someone on</p> <p>12 its behalf reached out to SuttonPark or 777 in June or</p> <p>13 July of 2023 regarding conducting audits of its</p> <p>14 collateral?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I'll invoke the fifth, please.</p> <p>17 BY MR. MORLAN, III:</p> <p>18 Q. Prior to Saiph Consulting's collateral audit,</p> <p>19 were you assigned any particular role with respect to</p> <p>20 the collateral audit?</p> <p>21 A. I was not involved in the diligence meeting.</p> <p>22 Q. I'm sorry?</p> <p>23 A. I was not involved in the actual site visit.</p> <p>24 Q. Okay. So, were you involved prior to the site</p> <p>25 visit?</p>
<p align="right">Page 83</p> <p>01 Q. Anyone else?</p> <p>02 A. I don't recall.</p> <p>03 Q. Okay. And was CBIZ the firm that was actually</p> <p>04 performing the collateral audit?</p> <p>05 A. Yes.</p> <p>06 Q. And for the collateral audit that CBIZ</p> <p>07 performed, do you know on whose behalf that was</p> <p>08 performed for?</p> <p>09 A. In terms of which 777 entity or?</p> <p>10 Q. No, no. Which creditor or --</p> <p>11 A. Leadenhall.</p> <p>12 Q. Who hired CBIZ in other words?</p> <p>13 A. Leadenhall.</p> <p>14 Q. Okay. And did that particular collateral</p> <p>15 audit relate to something other than structured</p> <p>16 settlement receivables?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. Yes.</p> <p>19 BY MR. MORLAN, III:</p> <p>20 Q. What did the CBIZ collateral audit relate to?</p> <p>21 A. The SML 4 facility.</p> <p>22 Q. And what were the assets, just generally</p> <p>23 speaking, like categories involved in the SML 4</p> <p>24 facility?</p> <p>25 A. Medical lien receivables.</p>	<p align="right">Page 85</p> <p>01 A. I was made aware of it, yes.</p> <p>02 Q. And who made you aware of it?</p> <p>03 A. I don't recall if it was Leadenhall or Paul or</p> <p>04 someone internally.</p> <p>05 Q. And were you aware that you had been</p> <p>06 designated as someone who Paul could speak to regarding</p> <p>07 information about the collateral audit that Saiph was</p> <p>08 performing?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I'll invoke the fifth, please.</p> <p>11 BY MR. MORLAN, III:</p> <p>12 Q. Did you provide any information to Paul</p> <p>13 Kosinski in connection with the collateral audit that</p> <p>14 Saiph performed that we've been discussing?</p> <p>15 A. I don't recall providing anything to Paul, no.</p> <p>16 Q. And do you recall Paul reaching out to you</p> <p>17 sometime in May or June seeking information related to</p> <p>18 the collateral audit that Saiph was performing?</p> <p>19 A. I recall that he texted me, yes.</p> <p>20 Q. What did Mr. Kosinski text you?</p> <p>21 A. I think he was asking if I was going to be in</p> <p>22 the Boca office that day.</p> <p>23 Q. And do you recall when he sent that text?</p> <p>24 A. I think it was the day he was there.</p> <p>25 Q. And did you respond to that text?</p>



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<p>01 A. I don't believe I did, no.</p> <p>02 Q. Why not?</p> <p>03 A. I think I was tied up in meetings and then</p> <p>04 forgot to respond to him, but I wasn't going to be able</p> <p>05 to be in Boca that same day of.</p> <p>06 Q. I'm sorry, I didn't hear the last part of your</p> <p>07 answer.</p> <p>08 A. I'm sorry. It's my -- I was -- I was just</p> <p>09 saying I was in a meetings throughout the day and then I</p> <p>10 wasn't going to be able to be in Boca physically that</p> <p>11 day.</p> <p>12 Q. Did you have any other communications with</p> <p>13 Mr. Kosinski around that time period?</p> <p>14 A. I don't believe so, unless it was over e-</p> <p>15 mail, but I don't think we did.</p> <p>16 Q. So, as you sit here today, do you recall</p> <p>17 providing Mr. Kosinski with any information in</p> <p>18 connection with the audit that was being performed by</p> <p>19 Saiph?</p> <p>20 A. I can't recall, but my recollection is I did.</p> <p>21 It was mainly the SuttonPark Servicing team</p> <p>22 that was assisting him.</p> <p>23 Q. Okay. And who would be on that SuttonPark</p> <p>24 Servicing team?</p> <p>25 A. I think Percy Forde, Tanveer. It's tough to</p>	<p>01 BY MR. MORLAN, III:</p> <p>02 Q. Okay. Well, can you give me just like a</p> <p>03 simple understanding of what you mean when you say</p> <p>04 underwriting the structured settlements from the</p> <p>05 originators?</p> <p>06 A. I think he was -- you know, he was within --</p> <p>07 he operated within the MP FIN database likely.</p> <p>08 Q. Okay.</p> <p>09 A. So, what -- you know, the criteria for</p> <p>10 originating new -- settlements or the servicing process.</p> <p>11 I didn't have much involvement with him, so I'm not</p> <p>12 entirely sure what he --</p> <p>13 Q. Okay. And I'm not as up on all the details on</p> <p>14 this as Leadenhall and they've got some other issues</p> <p>15 that don't necessarily relate to my clients, but can you</p> <p>16 just tell me like a very brief description of what the</p> <p>17 MP FIN database is?</p> <p>18 A. I'll invoke the fifth, please.</p> <p>19 Q. Is the MP FIN database something that you use</p> <p>20 during the course and scope of your duties at 777?</p> <p>21 A. I'll invoke the fifth, please.</p> <p>22 Q. What information is in the MP FIN database?</p> <p>23 A. I'll invoke the fifth, please.</p> <p>24 Q. Do you know whether Saiph reviewed information</p> <p>25 in the MP FIN database as part of the collateral audit</p>
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<p>01 say, I forget who was there, who's since departed.</p> <p>02 Maybe Perlita. I don't know all these</p> <p>03 individuals' last names, but.</p> <p>04 Q. That's okay. Anyone else besides Percy,</p> <p>05 Tanveer, and Perlita?</p> <p>06 A. Aaron Gornstein (phonetic) maybe.</p> <p>07 Q. Who?</p> <p>08 A. Aaron Gornstein maybe.</p> <p>09 Q. Aaron Gornstein. Okay. How about Karen</p> <p>10 Gordet (phonetic)?</p> <p>11 A. Yeah, she may have -- she probably did help.</p> <p>12 Q. And who is Aaron Gornstein?</p> <p>13 A. I don't know what his title is or was, but he</p> <p>14 was part of the, I guess, underwriting originating team</p> <p>15 at SuttonPark.</p> <p>16 Q. So, just to get kind of a 50,000 foot</p> <p>17 understanding of what that means, is that, like -- when</p> <p>18 you say underwriting, would that mean like evaluating</p> <p>19 the structural settlement assets that came in from</p> <p>20 originators? Is that kind of what you mean or?</p> <p>21 MR. MCCARTHY: Objection to the form.</p> <p>22 A. I'm not entirely sure what his particular role</p> <p>23 entailed. I just knew he was someone that would assist</p> <p>24 with that area of the business as well as, you know,</p> <p>25 site visits such as this.</p>	<p>01 that Saiph Consulting was performing for Leadenhall?</p> <p>02 A. I believe so, yes.</p> <p>03 Q. And why would somebody performing a collateral</p> <p>04 audit for Leadenhall be looking in the MP FIN database</p> <p>05 for information?</p> <p>06 MR. MCCARTHY: Objection to the form.</p> <p>07 A. I'll invoke the fifth, please.</p> <p>08 BY MR. MORLAN, III:</p> <p>09 Q. Do you know whether 777 Partners kept -- made</p> <p>10 backup copies of the MP FIN database information?</p> <p>11 A. I'll invoke the fifth, please.</p> <p>12 Q. Do you know as you sit here today whether or</p> <p>13 not there are any problems anyone at 777 is having with</p> <p>14 using the MP FIN database on a day-to-day basis?</p> <p>15 A. I don't have any -- not to my understanding.</p> <p>16 Q. And you're aware that the -- you know what a</p> <p>17 complaint in a lawsuit is, right? The document that,</p> <p>18 sort of, gets things started and states the Plaintiff's</p> <p>19 claim? Does that sound familiar?</p> <p>20 A. Um-hum. Yes, I'm sorry.</p> <p>21 Q. Okay. And I'm not asking you specifically</p> <p>22 what you know about the allegations, but just whether or</p> <p>23 not you're aware that in the operative complaint in this</p> <p>24 action, this lawsuit that we're here on today, there's</p> <p>25 some allegations regarding Noah Davis making some</p>



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<p align="right">Page 90</p> <p>01 unauthorized computer intrusions, as well as one</p> <p>02 unauthorized physical intrusion at SuttonPark's offices.</p> <p>03 Were you aware of that?</p> <p>04 A. Yes, I was.</p> <p>05 Q. And sitting here today, do you have any reason</p> <p>06 to believe that Paul Kosinski was in any way responsible</p> <p>07 for the intrusions that 777 has alleged against Noah</p> <p>08 Davis?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I'm not sure. I wouldn't know.</p> <p>11 BY MR. MORLAN, III:</p> <p>12 Q. Okay. So, just to clarify, since we got an</p> <p>13 objection. When I'm saying intrusions, I'm referring to</p> <p>14 the allegations we just talked about in the complaint</p> <p>15 wherein the plaintiffs alleged that Noah Davis made some</p> <p>16 unauthorized computer intrusions and an unauthorized</p> <p>17 physical intrusion. Is that sufficiently clear? Do you</p> <p>18 understand what I'm saying?</p> <p>19 A. Yes.</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 BY MR. MORLAN, III:</p> <p>22 Q. I couldn't hear over the objection. You say</p> <p>23 yes?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. All right. So, with respect to the</p>	<p align="right">Page 92</p> <p>01 ever seek to illegally obtain information from 777 or</p> <p>02 SuttonPark's computer systems?</p> <p>03 A. Not to my knowledge, no.</p> <p>04 Q. Are you aware of any allegations outside of</p> <p>05 this lawsuit that have ever been made against</p> <p>06 Mr. Kosinski that would reflect negatively on his</p> <p>07 character or trustworthiness?</p> <p>08 A. Not to my knowledge.</p> <p>09 Q. Do you ever recall in your time at SuttonPark</p> <p>10 or 777 Partners, anybody saying anything negative about</p> <p>11 Mr. Kosinski?</p> <p>12 A. I can't -- nothing comes to mind immediately.</p> <p>13 Q. Do you have any information about why 777</p> <p>14 Partners would object to Mr. Kosinski being involved in</p> <p>15 a collateral audit on behalf of Leadenhall?</p> <p>16 A. I'll invoke the fifth, please.</p> <p>17 Q. Do you have any information as to why 777</p> <p>18 Partners would have any objection to Saiph performing a</p> <p>19 collateral audit on behalf of Leadenhall?</p> <p>20 A. I'll invoke the fifth, please.</p> <p>21 Q. Were you asked to collect and provide</p> <p>22 documents to anyone in connection with this litigation?</p> <p>23 A. What do you mean by that?</p> <p>24 Q. Did anyone ask you to look through your e-</p> <p>25 mails or text messages or files for any documents or</p>
<p align="right">Page 91</p> <p>01 alleged computer intrusions, are you aware of any</p> <p>02 evidence or information that Paul Kosinski had anything</p> <p>03 to do with the alleged computer intrusions?</p> <p>04 A. Not that I'm aware of.</p> <p>05 Q. And same question with respect to anyone else</p> <p>06 at Saiph, are you aware of any evidence or information</p> <p>07 that anyone else at Saiph besides Mr. Kosinski had</p> <p>08 anything to do with the alleged computer intrusions?</p> <p>09 A. Not to my knowledge, no.</p> <p>10 Q. And with respect to the unauthorized physical</p> <p>11 intrusion at SuttonPark's offices, are you aware of any</p> <p>12 evidence or information that would suggest that</p> <p>13 Mr. Kosinski had anything to do with that physical</p> <p>14 intrusion?</p> <p>15 A. Not to my knowledge, no.</p> <p>16 Q. And with respect to that same unauthorized</p> <p>17 physical intrusion, are you aware of any evidence or</p> <p>18 information that anyone else from Saiph Consulting had</p> <p>19 anything to do with that physical intrusion?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. Not to my knowledge, no.</p> <p>22 BY MR. MORLAN, III:</p> <p>23 Q. Based on your knowledge and experience in</p> <p>24 working with Mr. Kosinski, as you described earlier, do</p> <p>25 you have any reason to believe that Mr. Kosinski would</p>	<p align="right">Page 93</p> <p>01 communications or anything that would need to be</p> <p>02 produced in this litigation?</p> <p>03 MR. SLOMAN: Sorry. Jeff Sloman here on</p> <p>04 behalf of Nick Bennett. Everything that</p> <p>05 Mr. Bennett had is on the company's servers and his</p> <p>06 phone is also property of the company. So,</p> <p>07 everything that Mr. Bennett has has been -- has --</p> <p>08 is in the possession of 777 Partners.</p> <p>09 BY MR. MORLAN, III:</p> <p>10 Q. Okay. So, just my question is still there.</p> <p>11 I'm not suggesting you did anything wrong or</p> <p>12 even that I've asked for it, but I'm just asking whether</p> <p>13 or not anybody asked you to look for or collect any</p> <p>14 documents in connection with this litigation.</p> <p>15 MR. SLOMAN: Again, let me answer that</p> <p>16 question. I instructed Mr. Bennett, there was a</p> <p>17 request and my response to, I forget whoever</p> <p>18 requested that of Mr. Bennett, was that everything</p> <p>19 Mr. Bennett has, has been turned over to the</p> <p>20 company -- is in the possession of the company.</p> <p>21 It's always been in possession of the company.</p> <p>22 MR. MORLAN, III: Okay.</p> <p>23 MR. SLOMAN: So, he did not --</p> <p>24 MR. MORLAN, III: So, other than --</p> <p>25 MR. SLOMAN: So, I instruct -- so, to be</p>

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<p align="right">Page 94</p> <p>01 clear, I instructed him not to conduct any further</p> <p>02 searches pursuant to any request associated with</p> <p>03 this litigation. It's all in the possession of the</p> <p>04 company.</p> <p>05 BY MR. MORLAN, III:</p> <p>06 Q. Okay. So, other than any discussions you had</p> <p>07 with your attorney, did anyone ask you to search for any</p> <p>08 documents related to this litigation?</p> <p>09 A. Not that I can recall.</p> <p>10 Q. And the phone that was just mentioned, did you</p> <p>11 turn that back into 777 permanently, or have they</p> <p>12 returned it back to you?</p> <p>13 MR. MCCARTHY: Objection to the form.</p> <p>14 BY MR. MORLAN, III:</p> <p>15 Q. You can answer.</p> <p>16 A. Yeah. I have -- it's -- I have my phone.</p> <p>17 Yeah.</p> <p>18 Q. So, do you have your phone with you today?</p> <p>19 A. Yes, I do.</p> <p>20 Q. Okay. And that phone that you have with you</p> <p>21 today, that's the phone that 777 provided you with for</p> <p>22 business purposes. Is that correct?</p> <p>23 A. It's my -- it's a personal phone. That's</p> <p>24 my--</p> <p>25 Q. Does 777 pay the bills for --</p>	<p align="right">Page 96</p> <p>01 cell phone to 777 in June 2024?</p> <p>02 A. I'd like to invoke the fifth, please.</p> <p>03 Q. So, is June 2024, that's the most recent time</p> <p>04 that you provided your cell phone to 777 Partners. Is</p> <p>05 that correct?</p> <p>06 A. Yes.</p> <p>07 Q. And when you provided your cell phone to 777</p> <p>08 Partners in June of 2024, did they return it to you?</p> <p>09 A. Yes.</p> <p>10 Q. Had anything been modified on your phone when</p> <p>11 it was returned to you?</p> <p>12 A. Not to my knowledge.</p> <p>13 Q. And did they return to you the same model</p> <p>14 number, serial number, device, et cetera that you had</p> <p>15 provided to them to your knowledge?</p> <p>16 A. I never checked the serial number. But yes,</p> <p>17 to my knowledge, it was the same phone.</p> <p>18 Q. And did it appear to have all of the</p> <p>19 information that was on it when you gave it to them?</p> <p>20 A. Yes.</p> <p>21 Q. And other than in June 2024, had 777 ever</p> <p>22 requested you to provide them with your phone?</p> <p>23 A. No.</p> <p>24 Q. Has any information been deleted from your</p> <p>25 phone since June 2024?</p>
<p align="right">Page 95</p> <p>01 A. Yeah.</p> <p>02 Q. -- the phone that you have with you today?</p> <p>03 A. They pay all employees a cell phone</p> <p>04 reimbursement of each month.</p> <p>05 Q. Other than the phone that you have with you</p> <p>06 today, are there any other cell phones that 777 has</p> <p>07 either paid for or provided for your use?</p> <p>08 A. No.</p> <p>09 Q. And did I understand correctly that you</p> <p>10 provided your -- the phone that you have with you now</p> <p>11 for some period of time that you provided that to 777</p> <p>12 for purposes of this litigation?</p> <p>13 MR. MCCARTHY: Objection to the form.</p> <p>14 A. I don't know whether it was for purposes of</p> <p>15 this litigation or something else.</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Have you provided your cell phone to 777 for</p> <p>18 any purpose in the last month?</p> <p>19 A. Not to my knowledge.</p> <p>20 Q. When did you provide -- last provide your cell</p> <p>21 phone to 777?</p> <p>22 A. I think around June.</p> <p>23 Q. So, when you say June, do you mean June 2024?</p> <p>24 A. Yes.</p> <p>25 Q. And what was the purpose of providing your</p>	<p align="right">Page 97</p> <p>01 A. Not to my knowledge, no.</p> <p>02 Q. Do you routinely delete your text messages?</p> <p>03 A. I mean, it depends, I guess.</p> <p>04 Q. Okay. What does it depend on?</p> <p>05 A. Like spam text and things of that nature.</p> <p>06 Q. Have you ever deleted any text messages from</p> <p>07 your phone related to any of the work you've done for</p> <p>08 777?</p> <p>09 A. Not to my knowledge, no.</p> <p>10 Q. And have you sent or received text messages</p> <p>11 from your phone that pertain to work you've done for 777</p> <p>12 Partners?</p> <p>13 A. Yes.</p> <p>14 Q. Have you ever communicated regarding the</p> <p>15 subject matter of this litigation using the phone you</p> <p>16 presently have in your possession?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. I'll take the fifth, please.</p> <p>19 BY MR. MORLAN, III:</p> <p>20 Q. How well do you know Noah Davis?</p> <p>21 A. Not very well.</p> <p>22 Q. Have you ever spoken with him before?</p> <p>23 A. I have.</p> <p>24 Q. What did you speak to Mr. Davis about?</p> <p>25 A. IT issues or, you know, something to that</p>

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<p>01 effect over the years.</p> <p>02 Q. Do you remember an issue that came up in June</p> <p>03 of 2024 that had something to do with needing</p> <p>04 information just in order to switch lockbox accounts?</p> <p>05 Does that sound familiar?</p> <p>06 A. With Noah?</p> <p>07 Q. With Noah or with anybody?</p> <p>08 A. Not with Noah, but I -- yeah. I recall there</p> <p>09 being a point in time when there's a change in</p> <p>10 lockboxes.</p> <p>11 Q. And were you aware that initially B. Riley had</p> <p>12 asked Paul Kosinski at Saiph whether they could help</p> <p>13 find some data to assist with the -- with that lockbox</p> <p>14 transition issue?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I don't recall that happening, but --</p> <p>17 BY MR. MORLAN, III:</p> <p>18 Q. Were you ever asked to help locate data in the</p> <p>19 context of assisting with that lockbox transition issue?</p> <p>20 A. I'm not sure.</p> <p>21 Q. Well, if I represent to you that my</p> <p>22 understanding is that in order to switch bank accounts</p> <p>23 for these -- for one or more lockbox accounts, B. Riley</p> <p>24 was looking to get payee information, which apparently</p> <p>25 was necessary to open some new accounts. Does that</p>	<p>01 A. Yeah. Sorry.</p> <p>02 Q. Okay. And so, in that instance, the insurance</p> <p>03 company would be the pay order, I think you just said,</p> <p>04 correct?</p> <p>05 A. Yeah.</p> <p>06 Q. All right. And then, the payee, who would the</p> <p>07 payee be for those checks or the payees would be for</p> <p>08 those checks?</p> <p>09 A. The -- I mean, in that scenario, it's really</p> <p>10 the SPV that owns the lockbox.</p> <p>11 Q. So, in order for these lockbox accounts to</p> <p>12 work right, the bank needs to know the names of the</p> <p>13 SPVs. Is that right?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. Yes. Or the insurance company does.</p> <p>16 MR. SLOMAN: Can we take a two-minute break</p> <p>17 for the bathroom?</p> <p>18 MR. MORLAN, III: Sure.</p> <p>19 MR. SLOMAN: Thanks.</p> <p>20 THE VIDEOGRAPHER: We're going off the record.</p> <p>21 The time is 04:20 P.M.</p> <p>22 (Thereupon, a short discussion was held off</p> <p>23 record.)</p> <p>24 (Deposition resumed.)</p> <p>25 THE VIDEOGRAPHER: We are back on the record.</p>
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<p>01 refresh your recollection at all? Does that sound</p> <p>02 correct?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I'm not quite sure, to be honest.</p> <p>05 BY MR. MORLAN, III:</p> <p>06 Q. Well, do you remember ever providing around</p> <p>07 June of 2024, some information regarding payees or other</p> <p>08 information to help facilitate that transition?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I don't remember. When you say payee, you're</p> <p>11 say -- referring to, like, an insurance company?</p> <p>12 BY MR. MORLAN, III:</p> <p>13 Q. Yes. I believe that would be the -- well,</p> <p>14 what's -- can you just give me, like, a brief overview</p> <p>15 of how these lockbox accounts work so I don't take too</p> <p>16 much time asking these questions? Maybe we could short</p> <p>17 circuit it that way.</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. I'm not the, you know, most seasoned servicing</p> <p>20 person over here. However, service settlement checks</p> <p>21 will be sent by insurance companies or the pay orders to</p> <p>22 lockboxes that are dedicated to certain SPVs.</p> <p>23 BY MR. MORLAN, III:</p> <p>24 Q. Okay. And SPV there is a special purpose</p> <p>25 vehicle?</p>	<p>01 The time is 04:30 P.M.</p> <p>02 BY MR. MORLAN, III:</p> <p>03 Q. Okay. Mr. Bennett, I think before we took a</p> <p>04 break, we were talking briefly about an issue with</p> <p>05 lockboxes and payors and payees. Do you recall that?</p> <p>06 A. Yes.</p> <p>07 Q. Okay. Did you have a conversation about that</p> <p>08 or any issues in this case with anybody while we're on</p> <p>09 break?</p> <p>10 MR. SLOMAN: Objection, attorney-client</p> <p>11 privilege. Instruct the Witness not to answer.</p> <p>12 MR. MORLAN, III: Okay. Counsel, was that --</p> <p>13 are you representing that conversation was for</p> <p>14 purposes of determining whether a privilege</p> <p>15 applied?</p> <p>16 MR. SLOMAN: Whatever we discussed is</p> <p>17 privileged.</p> <p>18 MR. MORLAN, III: Okay. While the deposition</p> <p>19 of the witness is ongoing?</p> <p>20 MR. SLOMAN: Yes.</p> <p>21 MR. MORLAN, III: Well, I'm not asking for the</p> <p>22 substance of what was discussed, but was anything</p> <p>23 discussed other than whether or not to invoke a</p> <p>24 privilege?</p> <p>25 MR. SLOMAN: Was anything else discussed</p>

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<p>01 between my client and me?</p> <p>02 MR. MORLAN, III: Yes.</p> <p>03 MR. SLOMAN: That would be attorney-client</p> <p>04 privilege. So, anything about our conversation is</p> <p>05 privileged, and I will instruct him not to answer</p> <p>06 the question.</p> <p>07 MR. MORLAN, III: Okay. But I'm just asking</p> <p>08 you to confirm with me if you can, whether or not</p> <p>09 the conversations that you're claiming privilege on</p> <p>10 during a deposition of this Witness had anything to</p> <p>11 do with anything besides whether or not to invoke a</p> <p>12 privilege.</p> <p>13 MR. SLOMAN: Yes.</p> <p>14 MR. MORLAN, III: Okay. And are you</p> <p>15 instructing the Witness not to answer any questions</p> <p>16 as to any conversations he had with you on break</p> <p>17 from this deposition that did not involve whether</p> <p>18 or not to assert a privilege?</p> <p>19 MR. SLOMAN: Yes. I think that anything that</p> <p>20 we just -- let me just get my microphone. I think</p> <p>21 anything we discussed is privileged because it's in</p> <p>22 the context of my representation of him. And</p> <p>23 whether it involves something other than your</p> <p>24 questions is, you know, could be construed as being</p> <p>25 related to the question.</p>	<p>01 MR. SLOMAN: There was not -- I'm not going to</p> <p>02 answer any questions about our conversation other</p> <p>03 than I ask -- asking him whether he had to go to</p> <p>04 the bathroom.</p> <p>05 MR. MORLAN, III: Okay. Well, is that the --</p> <p>06 was that the sole content of your conversation?</p> <p>07 MR. SLOMAN: I'm not going to answer that</p> <p>08 question. Our conversation is privileged. Our</p> <p>09 conversations at the break are privileged. He's</p> <p>10 not a party to this litigation. He's a witness.</p> <p>11 And he and I are permitted to discuss whatever</p> <p>12 we want under the client -- under the umbrella of</p> <p>13 an attorney-client privilege before, during, or</p> <p>14 after this deposition.</p> <p>15 MR. MORLAN, III: Okay. Well, I disagree with</p> <p>16 you. That's not the rule that I'm familiar with.</p> <p>17 MR. SLOMAN: Okay.</p> <p>18 MR. MORLAN, III: Your position is noted and</p> <p>19 so is mine. And we may or may not need to pursue</p> <p>20 it. But I don't think that it is proper for anyone</p> <p>21 to have a discussion with a witness in a</p> <p>22 deposition, party or not, for any purposes related</p> <p>23 to their testimony other than to discuss whether or</p> <p>24 not to invoke a privilege, whether that's</p> <p>25 attorney-client privilege or privilege against</p>
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<p>01 So, it's hard to -- it's hard to answer your</p> <p>02 question whether anything that is unrelated may in</p> <p>03 fact be tangentially related.</p> <p>04 MR. MORLAN, III: I'm not sure I understand</p> <p>05 what you just said. But I believe your position is</p> <p>06 that whatever you and he talked about, regardless</p> <p>07 of whether or not it relates to the invocation of a</p> <p>08 privilege is attorney-client privilege. And you're</p> <p>09 instructing him not to answer any further questions</p> <p>10 about that. Is that correct?</p> <p>11 MR. SLOMAN: I'm instructing him not to answer</p> <p>12 any questions concerning our discussions while we</p> <p>13 were on break.</p> <p>14 MR. MORLAN, III: Okay. But my understanding</p> <p>15 is that you represented earlier that those</p> <p>16 discussions were not confined strictly to whether</p> <p>17 or not to assert a privilege.</p> <p>18 MR. SLOMAN: That's right. I asked him</p> <p>19 whether he had to go to the bathroom too. So, that</p> <p>20 was a conversation that we had as well.</p> <p>21 MR. MORLAN, III: Okay. Well, what -- were</p> <p>22 there -- was there any other aspect of -- any</p> <p>23 conversation pertaining to the subject matter of</p> <p>24 this deposition that didn't involve whether or not</p> <p>25 to assert a privilege?</p>	<p>01 self-incrimination.</p> <p>02 So, that is my position. And to the extent</p> <p>03 that you're instructing him not to answer questions</p> <p>04 about things that didn't involve that, I believe</p> <p>05 that's a violation of the rules. And so, I just</p> <p>06 wanted to give you an opportunity, if you would</p> <p>07 like to correct that.</p> <p>08 MR. SLOMAN: No.</p> <p>09 MR. MORLAN, III: Okay.</p> <p>10 MR. DONOVAN: Can I just say --</p> <p>11 MR. MORLAN, III: So, --</p> <p>12 MR. DONOVAN: I do think -- Mr. Morlan, I just</p> <p>13 want to make one thing clear. I do believe his</p> <p>14 testimony is that he is employed currently by a</p> <p>15 party to the litigation.</p> <p>16 MR. MORLAN, III: That's a good point too.</p> <p>17 Counsel, are you aware that Mr. Bennett was</p> <p>18 designated by the Court as a party witness</p> <p>19 susceptible to deposition under 30(b)(1) notice?</p> <p>20 MR. SLOMAN: Yes.</p> <p>21 MR. MORLAN, III: Okay. Does that change your</p> <p>22 position at all as to the discoverability of any</p> <p>23 conversations had during his deposition?</p> <p>24 MR. SLOMAN: No.</p> <p>25 MR. MORLAN, III: While his deposition is</p>

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<p>01 pending?</p> <p>02 MR. SLOMAN: No.</p> <p>03 MR. MORLAN, III: And do you have any</p> <p>04 authority for the proposition that such</p> <p>05 conversations are privileged?</p> <p>06 MR. SLOMAN: Do I have any re -- any case law</p> <p>07 to give you? No, I don't have any case law as I'm</p> <p>08 sitting here now.</p> <p>09 MR. MORLAN, III: Okay. Would you be willing</p> <p>10 to provide me with some after the deposition just</p> <p>11 so that I can assess that? I've not heard anybody</p> <p>12 make that specific argument before. But I'd like</p> <p>13 to give you an opportunity to present me with any</p> <p>14 authority in that regard so that I can look at it</p> <p>15 in good faith before we decide how to proceed.</p> <p>16 MR. SLOMAN: No.</p> <p>17 MR. MORLAN, III: No, you won't provide any?</p> <p>18 MR. SLOMAN: No, I won't.</p> <p>19 MR. MORLAN, III: Explanation or anything</p> <p>20 like?</p> <p>21 MR. SLOMAN: No.</p> <p>22 MR. MORLAN, III: Okay.</p> <p>23 MR. SLOMAN: If you want to make it an issue,</p> <p>24 go ahead.</p> <p>25 MR. MORLAN, III: Well, I'm only making it an</p>	<p>01 confer about this?</p> <p>02 MR. SLOMAN: We've conferred. He's not</p> <p>03 answering any -- he's not answering your question</p> <p>04 about what we talked about during the break.</p> <p>05 MR. MORLAN, III: Okay. And but you're</p> <p>06 unwilling to provide any authority or explanation</p> <p>07 other than you've provided, which is basically</p> <p>08 assertion that, that is appropriate and privileged</p> <p>09 in the context of a party deponent during a</p> <p>10 deposition that you can have conversations</p> <p>11 regarding the testimony during a deposition.</p> <p>12 MR. SLOMAN: I don't -- I disagree with your</p> <p>13 assertion that he's a party deponent. He's not a</p> <p>14 party deponent. He's an employee of the --</p> <p>15 MR. MORLAN, III: Okay.</p> <p>16 MR. SLOMAN: -- company of --</p> <p>17 MR. MORLAN, III: --</p> <p>18 MR. SLOMAN: What's that?</p> <p>19 MR. MORLAN, III: The Court ruled that he was.</p> <p>20 MR. SLOMAN: I disagree. I don't know where</p> <p>21 you're getting that he is a party deponent.</p> <p>22 MR. MORLAN, III: I'm getting it from the</p> <p>23 order of Judge Matthewman --</p> <p>24 MR. SLOMAN: Okay.</p> <p>25 MR. MORLAN, III: -- who said that he was a</p>
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<p>01 issue insofar as I don't believe that's</p> <p>02 appropriate. And I'm just asking you and giving</p> <p>03 you an opportunity and conferring with you in good</p> <p>04 faith as to the grounds for that and giving you an</p> <p>05 opportunity to do that.</p> <p>06 And if you would like to avail yourself of</p> <p>07 that, fine. If you don't want to, fine. But I</p> <p>08 don't think it's really necessary to get aggressive</p> <p>09 and say, you know, if you'd like to make an issue</p> <p>10 of it, go for it. But that's your call.</p> <p>11 I'm just trying to confer in good faith to try</p> <p>12 to resolve this issue without the unnecessary</p> <p>13 intervention of the Court. But it sounds like</p> <p>14 you're not very interested in conferring on this at</p> <p>15 all. Is that correct?</p> <p>16 MR. SLOMAN: I think my position is clear.</p> <p>17 MR. MORLAN, III: Okay. Well, I take from</p> <p>18 your position that you're not interested in any</p> <p>19 further conferrals as to this issue either now or</p> <p>20 following the deposition. Is that correct?</p> <p>21 MR. SLOMAN: My position is clear.</p> <p>22 MR. MORLAN, III: I don't believe it is.</p> <p>23 That's why I'm asking you.</p> <p>24 MR. SLOMAN: Well, I disagree.</p> <p>25 MR. MORLAN, III: So, you are willing to</p>	<p>01 party deponent, and he was subject to being deposed</p> <p>02 by notice and not subpoena.</p> <p>03 MR. SLOMAN: Okay.</p> <p>04 MR. MORLAN, III: And that's why he's not been</p> <p>05 subpoenaed to appear here today.</p> <p>06 MR. SLOMAN: Okay.</p> <p>07 MR. MORLAN, III: Does that change your</p> <p>08 position in any way?</p> <p>09 MR. SLOMAN: No.</p> <p>10 MR. MCCARTHY: Stop wasting time on this and</p> <p>11 move forward with questions, or are you done?</p> <p>12 MR. MORLAN, III: I'm not done, but I'm not</p> <p>13 wasting time on this. I -- this is the first I've</p> <p>14 heard somebody make this particular argument. So,</p> <p>15 I'm just trying to see if we can figure it out and</p> <p>16 resolve it without having to go to the Judge on it.</p> <p>17 That's all.</p> <p>18 BY MR. MORLAN, III:</p> <p>19 Q. Okay. So, Mr. Bennett, other than your</p> <p>20 Attorney, did you have any discussions about this case</p> <p>21 during the break?</p> <p>22 A. I did not. No.</p> <p>23 Q. But you did have discussions with your</p> <p>24 Attorney during the break regarding this case?</p> <p>25 MR. MCCARTHY: Object to form.</p>

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<p>01 MR. SLOMAN: Objection, attorney-client 02 privilege. Anything that we discussed is 03 privileged. And the fact that he and I spoke is 04 privileged.</p> <p>05 MR. MORLAN, III: Oh, so, now, you're invoking 06 it not just as to the subject matter specific, but 07 just whether or not any conversation related to the 08 deposition occurred on the break, that also 09 attorney-client privilege?</p> <p>10 MR. SLOMAN: His conversations with me during 11 the break are privileged.</p> <p>12 MR. MORLAN, III: Okay. So, you're 13 instructing him not to answer that last question 14 I--</p> <p>15 MR. SLOMAN: That's correct.</p> <p>16 MR. MORLAN, III: -- asked him.</p> <p>17 MR. SLOMAN: That's correct.</p> <p>18 BY MR. MORLAN, III:</p> <p>19 Q. Mr. Bennett, we were discussing previously 20 before we took a break an issue with respect to payors 21 and payees involving lockbox accounts. Do you recall 22 that?</p> <p>23 A. Yes.</p> <p>24 Q. I think that we said that the payees would be 25 the insurance company who were obligated to make</p>	<p>01 A. Could you repeat the question?</p> <p>02 Q. Sure.</p> <p>03 A. Sorry.</p> <p>04 Q. I just want to make sure that I understand 05 because it sounds like it could be both ways. So, if 06 the -- if an SPV actually held title to the asset, in 07 other words, they were the owner of the asset, that's 08 one instance in which they would be the payee with 09 respect to the structured settlement payment made by the 10 insurance company. Is that right?</p> <p>11 A. Yeah. That sounds right. Yeah.</p> <p>12 Q. Okay. And then the other scenario would be 13 where the SPV -- where the asset was pledged to the SPV. 14 And in that case, even if the SPV didn't hold title to 15 the asset, they would still be entitled to receive the 16 payment from the insurance company on the structured 17 settlement as the payee as well under that circumstance. 18 Is that correct?</p> <p>19 A. I think -- Yeah, I think so.</p> <p>20 Q. Okay. So, my understanding and tell me if 21 this refreshes your recollection at all. My 22 understanding is that a list of payees was necessary to 23 provide to a new bank for purposes of opening lockbox 24 accounts. Does that sound familiar at all to you?</p> <p>25 MR. MCCARTHY: Objection to form.</p>
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<p>01 payments on service -- pursuant to the service 02 structured settlements. Is that right?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. Payor, I believe, but yes.</p> <p>05 BY MR. MORLAN, III:</p> <p>06 Q. And then -- that -- that's right. The 07 insurance company would be the payor, right?</p> <p>08 A. Yeah.</p> <p>09 Q. And then, the payee would be the special 10 purpose vehicles who had some sort of interest in the 11 collateral. Is that right?</p> <p>12 A. Yes.</p> <p>13 Q. Now, for purposes of determining who the 14 payees were on that, would the SPV actually have to hold 15 title to the asset, or would it merely have to be 16 pledged to them? How does that work?</p> <p>17 A. I'm not entirely positive. It's probably 18 varied on a case-by-case basis. But yeah, generally, 19 they're -- the SPV, whatever right to whatever 20 collections are being received for certain assets, 21 pledged to that facility.</p> <p>22 Q. Okay. So, even if the SPV didn't directly 23 hold title to the asset, if the asset was pledged to the 24 SPV, the SPV would have a right to receive the payment 25 as the payee. Is that your understanding?</p>	<p>01 A. It sounds somewhat familiar. Yeah.</p> <p>02 BY MR. MORLAN, III:</p> <p>03 Q. Okay. Part of the reason I asked is that 04 because my understanding, and I've seen some documents 05 to this effect was that B. Riley had asked Mr. Kosinski 06 and/or Saiph for assistance in helping to identify those 07 potential payees for that purpose. Does that sound 08 familiar to you at all?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I don't know that I had the context that they 11 -- that B. Riley was speaking to Paul about that, but I 12 guess the -- that project, if you will, was -- makes 13 sense to me.</p> <p>14 BY MR. MORLAN, III:</p> <p>15 Q. Okay. And were you asked to help find any 16 information for that project? In fairness to you, I saw 17 a document to that effect. And I just wanted to know if 18 you recall anything about that.</p> <p>19 A. A lockbox -- I mean, nothing comes to my 20 memory, but they, you know, they've asked me to help 21 with a variety of things in the past. So, it wouldn't 22 surprise me.</p> <p>23 Q. So, would you know how to get a list of payees 24 if you needed to find that information?</p> <p>25 A. I wouldn't, but I would know individuals at</p>

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<p style="text-align: right;">Page 114</p> <p>01 SuttonPark or more involved in the process who I could 02 get the information from.</p> <p>03 Q. Okay. Who would you -- who are -- who would 04 those individuals be?</p> <p>05 A. Tani Vierre (phonetic), Alex Adnani. That's 06 -- I mean, today or --</p> <p>07 Q. At the time with your involvement.</p> <p>08 A. Okay. Tani Vierre, Alex, maybe Percy.</p> <p>09 Q. But that's not data that you'd be able to get 10 by yourself without any assistance from somebody else?</p> <p>11 MR. MCCARTHY: Objection to the form.</p> <p>12 A. It depends on how detailed the request is. 13 But if you're asking about something that you 14 would need to pull from MP FIN, yes, I would have to 15 reach out to someone because I don't use MP FIN.</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Okay. So, is that information that would be, 18 typically, you would expect to be in MP FIN?</p> <p>19 A. I would think so. Yes.</p> <p>20 Q. Okay. Is that information available anywhere 21 else besides MP FIN?</p> <p>22 A. I'm not entirely sure.</p> <p>23 Q. Well, if you were looking for that information 24 anywhere besides MP FIN, where would you look?</p> <p>25 A. I guess I don't -- I just don't have enough</p>	<p style="text-align: right;">Page 116</p> <p>01 A. Yes.</p> <p>02 BY MR. MORLAN, III:</p> <p>03 Q. Okay. With whom have you had such 04 discussions?</p> <p>05 A. Personnel within the company, I guess, on the 06 legal team. It's been limited interaction, discussion 07 on it.</p> <p>08 Q. Can you give me the names of those personnel?</p> <p>09 A. Well, I -- you know, the company, since the 10 notice for my deposition was provided to them, 11 obviously, presented it to me and gave a background on 12 what's going on with the case. So, that's how I -- 13 maybe Chris O'Reilly is the general Counsel.</p> <p>14 Q. And when did Chris O'Reilly present you with 15 the deposition notice?</p> <p>16 A. I don't recall the exact date, but a few weeks 17 ago, I guess.</p> <p>18 Q. Two weeks ago or a few weeks ago?</p> <p>19 A. I said a few. I'm not entirely sure when it 20 was.</p> <p>21 Q. Was it in February?</p> <p>22 A. I think, like the beginning of March, maybe.</p> <p>23 Q. And what did Mr. O'Reilly tell you about your 24 deposition?</p> <p>25 MR. MCCARTHY: Object, on the grounds of</p>
<p style="text-align: right;">Page 115</p> <p>01 detail on. Is it -- was it certain payors or certain 02 lockboxes, or --</p> <p>03 Q. Well, let me ask you this. If you needed to 04 know that information prior to when Noah Davis left 777, 05 do you think he would be somebody who would be able to 06 pull that information for you?</p> <p>07 A. Noah Davis. I mean, I'm sure he could, but 08 I'm not -- yeah, I guess.</p> <p>09 Q. And you mentioned Alex Adnani would also 10 potentially be able to provide that information. Is 11 that right?</p> <p>12 A. Yeah.</p> <p>13 Q. Did Mr. Adnani report to you?</p> <p>14 A. I'll take the fifth, please.</p> <p>15 Q. I think you said earlier that you're not sure 16 who you report to now. Is that right?</p> <p>17 A. That's right.</p> <p>18 Q. Prior to the resignation of Steve Pasko and 19 Josh Wander in May 2024, who did you report to?</p> <p>20 A. I'll take the fifth, please.</p> <p>21 Q. Besides your Attorney present with you today 22 in this deposition, have you had any discussions with 23 any other people regarding the subject matter of this 24 current lawsuit?</p> <p>25 MR. MCCARTHY: Objection to the form.</p>	<p style="text-align: right;">Page 117</p> <p>01 communication between him and Mr. O'Reilly are 02 privileged. I direct him not to answer.</p> <p>03 BY MR. MORLAN, III:</p> <p>04 Q. Did you consider Chris O'Reilly in the 05 conversation that was just referenced to be your 06 Attorney?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. Did I interpret Chris to be my attorney? No, 09 I did not.</p> <p>10 BY MR. MORLAN, III:</p> <p>11 Q. And a moment ago, Mr. McCarthy, who represents 12 the Plaintiffs in this action, directed you not to 13 answer my question. Did you, in fact, decline to answer 14 my question due to Mr. McCarthy's instructions?</p> <p>15 MR. SLOMAN: Mr. McCarthy instructed 16 Mr. Bennett not to answer a question. I don't 17 think that's correct.</p> <p>18 MR. MCCARTHY: Yes, I did because Mr. O'Reilly 19 is Counsel for the Plaintiffs.</p> <p>20 MR. SLOMAN: Oh, okay. I'm sorry.</p> <p>21 MR. MCCARTHY: And Mr. Bennett works for the 22 Plaintiffs and had a communication with his 23 employer's lawyers, which is confidential and 24 privileged. I'm directing him -- as the company's 25 lawyer here today, I'm directing him not to answer</p>



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<p>01 the question on the grounds of privilege.</p> <p>02 MR. MORLAN, III: And I'm just confirming that</p> <p>03 Mr. Bennett is declining to answer that question</p> <p>04 based on your instructions. That was my question</p> <p>05 for Mr. Bennett.</p> <p>06 BY MR. MORLAN, III:</p> <p>07 Q. Is that correct, Mr. Bennett?</p> <p>08 A. Yes, I am.</p> <p>09 Q. Okay. And so, other than Chris O'Reilly, have</p> <p>10 you spoken with anyone else besides Chris O'Reilly and</p> <p>11 your personal attorney regarding the subject matter of</p> <p>12 this litigation?</p> <p>13 A. I'm sure there's other individuals. I haven't</p> <p>14 paid a ton of attention to this case until recently.</p> <p>15 So, I'm not entirely sure who else I may have discussed</p> <p>16 this.</p> <p>17 Q. Well, do you recall discussing this case at</p> <p>18 all in or around September 2024 when the alleged break</p> <p>19 in at SuttonPark's office has happened?</p> <p>20 A. Yeah. I think I said earlier there were a</p> <p>21 handful of people that mentioned it to me in the office.</p> <p>22 I don't know exactly who or -- it was discussed at the</p> <p>23 -- it was in the news. So, it was brought up.</p> <p>24 Q. Have you ever had any written communications</p> <p>25 regarding the subject matter of this current action</p>	<p>01 Q. Do you recall whether Josh Wander was on that</p> <p>02 e-mail exchange?</p> <p>03 A. I don't remember, but I'm not surprised, I</p> <p>04 guess.</p> <p>05 Q. And would you be surprised if Mr. Wander had</p> <p>06 forwarded that communication to others at 777?</p> <p>07 A. No, I would not be surprised.</p> <p>08 Q. And would you be surprised if Mr. Pasko had</p> <p>09 forwarded that article to other -- 777 or SuttonPark</p> <p>10 employees?</p> <p>11 A. I would not.</p> <p>12 Q. Okay. And would you be surprised if Mr. Pasko</p> <p>13 or Mr. Wander had forwarded that article to other people</p> <p>14 who were not employees of 777 or SuttonPark?</p> <p>15 A. No, I would not. There's a lot of former</p> <p>16 employees.</p> <p>17 Q. Do you have any information or evidence</p> <p>18 regarding whether any files were actually obtained</p> <p>19 during the computer intrusions alleged in this action?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. Do I have any evidence? I personally do not</p> <p>22 have any evidence, but, yeah. I don't have evidence,</p> <p>23 but I've been told or have read things online into the</p> <p>24 filing that would imply.</p> <p>25 BY MR. MORLAN, III:</p>
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<p>01 besides with Mr. O'Reilly and your Counsel present with</p> <p>02 you today?</p> <p>03 A. I'm sure it's been mentioned, yes.</p> <p>04 Q. Okay. Can you give me more details?</p> <p>05 A. I mentioned earlier that the article was sent</p> <p>06 around numerous times. So, again, I don't remember all</p> <p>07 of these discussions, but I'm sure it's been mentioned.</p> <p>08 Q. Okay. And when you say the article was sent</p> <p>09 around, which article are you referring to?</p> <p>10 A. I don't recall exactly, but there was some</p> <p>11 form of a news headline in addition to, you know, the</p> <p>12 lawsuit filing.</p> <p>13 Q. And did the article that you saw contain</p> <p>14 quotes from the lawsuit filing?</p> <p>15 A. I don't remember.</p> <p>16 Q. Who was sending around this article that</p> <p>17 you're talking about?</p> <p>18 A. I don't recall exactly who, but --</p> <p>19 Q. Were any of the management level at 777</p> <p>20 employees on that e-mail exchange that you're referring</p> <p>21 to?</p> <p>22 A. Perhaps.</p> <p>23 Q. Do you recall which management level employees</p> <p>24 were on that e-mail exchange?</p> <p>25 A. I do not.</p>	<p>01 Q. Well, what were you told in terms of any</p> <p>02 actual documents that were obtained during the alleged</p> <p>03 computer intrusions?</p> <p>04 A. I think it was -- you know, I don't know what</p> <p>05 exact information was stolen or taken or alleged to have</p> <p>06 been stolen, but it had to do with accessing MP FIN is</p> <p>07 what I was told.</p> <p>08 Q. Who told you that it had to do with MP FIN?</p> <p>09 A. I don't remember.</p> <p>10 Q. Okay. Well, if you wanted to remember, how</p> <p>11 would you go about recalling that?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. I'm not really sure. Isn't it in -- mentioned</p> <p>14 in this file of this lawsuit? I don't know, to be</p> <p>15 honest with you, but --</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Okay. But in fairness to you, so as you sit</p> <p>18 here today, you're not aware of any specific evidence as</p> <p>19 to any specific files that were obtained during any of</p> <p>20 the alleged intrusions. Is that right?</p> <p>21 A. That's right. Yeah. I don't know how I could</p> <p>22 have evidence of that, and I don't think I do.</p> <p>23 So, I guess a lot of it is just hearsay. And</p> <p>24 I don't know how to remember who told me certain things</p> <p>25 about the break-in.</p>



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<p style="text-align: right;">Page 122</p> <p>01 Q. Sure. And by the way, I don't mean to suggest</p> <p>02 that you've done anything wrong or you should have that</p> <p>03 evidence. I just need to confirm --</p> <p>04 A. Yeah.</p> <p>05 Q. -- what evidence is waived or find out, you</p> <p>06 know, any information about such evidence --</p> <p>07 A. Understood.</p> <p>08 Q. -- existing. So, just to clarify.</p> <p>09 A. Understood.</p> <p>10 Q. Are you aware of any modifications to MP FIN</p> <p>11 in terms of the item history, or anything like that, any</p> <p>12 changes to the MP FIN system that occurred in the last</p> <p>13 three or four years?</p> <p>14 MR. MCCARTHY: Object to the form.</p> <p>15 A. I'll -- oops. I'll invoke the fifth please.</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Are you aware of any changes to the MP FIN</p> <p>18 system that were made as we relate to the pledging of</p> <p>19 collateral during the 2021 to May 2024 timeframe?</p> <p>20 MR. MCCARTHY: Object to the form.</p> <p>21 A. I'll invoke the fifth, please.</p> <p>22 BY MR. MORLAN, III:</p> <p>23 Q. Are you aware of any modifications that were</p> <p>24 made to the MP FIN system between May and October of</p> <p>25 2024?</p>	<p style="text-align: right;">Page 124</p> <p>01 Q. I'm sorry, I may have cut out. That's in</p> <p>02 Miami, correct?</p> <p>03 A. Oh, yeah, sorry. Yes.</p> <p>04 Q. Okay. And is Mr. Taheri, does he normally</p> <p>05 work out of the Miami office?</p> <p>06 A. He hasn't been working out of the Miami</p> <p>07 office, so, no. I think he was normally in the Boca</p> <p>08 office.</p> <p>09 Q. At the time that Mr. Taheri brought up the</p> <p>10 subject matter of this litigation when he was at the</p> <p>11 Miami office at 600 Brickell, do you know why Mr. Taheri</p> <p>12 was in the Miami office that day as opposed to the Boca</p> <p>13 office?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. I think it was because they were moving</p> <p>16 offices and there was a large moving process. So, I</p> <p>17 think there were a lot of people from other offices in</p> <p>18 600 Brickell.</p> <p>19 BY MR. MORLAN, III:</p> <p>20 Q. Was it the 600 Brickell office that was moving</p> <p>21 or was it the other offices that were moving?</p> <p>22 A. It was 600, but there's obviously been a lot</p> <p>23 of offices that have either been shut down or moved.</p> <p>24 Q. So, is it fair to say that there have been a</p> <p>25 lot of layoffs at 777 Partners and SuttonPark Capital in</p>
<p style="text-align: right;">Page 123</p> <p>01 A. I'll invoke the fifth, please.</p> <p>02 Q. Were you ever in a -- any meetings where</p> <p>03 whether or not this lawsuit should be filed was a topic</p> <p>04 of discussion?</p> <p>05 A. I'll invoke the fifth, please.</p> <p>06 Q. Do you know who Eric Mazer is?</p> <p>07 A. No, I don't.</p> <p>08 Q. Do you know who Shawn Taheri is?</p> <p>09 A. Yes.</p> <p>10 Q. Okay. Have you ever spoken with Shawn Taheri</p> <p>11 about the subject matter of this case?</p> <p>12 A. I don't recall.</p> <p>13 Q. Okay. Do you recall whether Mr. Taheri ever</p> <p>14 reached out to you as part of his investigation</p> <p>15 regarding the suspected intrusions that are the subject</p> <p>16 matter of this lawsuit?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. I believe he mentioned something to me a while</p> <p>19 back, but I don't remember what that would've entailed.</p> <p>20 BY MR. MORLAN, III:</p> <p>21 Q. Where were you, do you think when Mr. Taheri</p> <p>22 mentioned that to you?</p> <p>23 A. I think at the 600 Brickell office.</p> <p>24 Q. And that's in Miami?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 125</p> <p>01 the past year or so?</p> <p>02 MR. MCCARTHY: Objection to the form.</p> <p>03 A. Yeah, I think that's fair to say.</p> <p>04 BY MR. MORLAN, III:</p> <p>05 Q. And do you know ballpark when those layoffs</p> <p>06 started?</p> <p>07 A. I don't know. I don't know, maybe a year-</p> <p>08 and-a-half ago.</p> <p>09 Q. So, some time around October of 2023. Is that</p> <p>10 right?</p> <p>11 A. I guess so, yeah.</p> <p>12 Q. Were you ever concerned that those layoffs</p> <p>13 might include you?</p> <p>14 A. Not really.</p> <p>15 Q. Why weren't you concerned that the layoffs</p> <p>16 wouldn't include you?</p> <p>17 A. I just -- you know, I didn't think that it was</p> <p>18 something to really worry about at the time.</p> <p>19 Q. But I guess -- what I'm trying to understand</p> <p>20 is, with all of these layoffs going on, why weren't you</p> <p>21 worried that they might include you?</p> <p>22 A. I think generally you'd have a pretty decent</p> <p>23 idea when it feels as though you're going to get fired.</p> <p>24 I don't know, it just didn't cross my mind and</p> <p>25 I actually left the company at some point around then</p>

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<p>01 anyway, temporarily.</p> <p>02 Q. Okay. Why did you leave the company around</p> <p>03 that time temporarily?</p> <p>04 A. I'll take the fifth, please.</p> <p>05 Q. Okay. The time period that we're talking</p> <p>06 about is around October of 2023 that you left the</p> <p>07 company. Is that right?</p> <p>08 A. It was some time before that, a few months</p> <p>09 before that.</p> <p>10 Q. And when did you come back to the company</p> <p>11 after you left?</p> <p>12 A. I think it was somewhere between July or</p> <p>13 August.</p> <p>14 Q. And when you say July or August, that would be</p> <p>15 July or August of 2023?</p> <p>16 A. Yes.</p> <p>17 Q. That was when you returned to the company?</p> <p>18 A. Um-hum.</p> <p>19 Q. Yes?</p> <p>20 A. Yes.</p> <p>21 Q. And why did you return to the company in July</p> <p>22 or August of 2023?</p> <p>23 A. I'll invoke the fifth.</p> <p>24 Q. And if you wanted to determine the date that</p> <p>25 you actually officially returned to the company with</p>	<p>01 to the company?</p> <p>02 A. I'll invoke the fifth, please.</p> <p>03 Q. Did the company -- given that there were lots</p> <p>04 of layoffs and things going on, did the company pay you</p> <p>05 any kind of retention bonus to stick around?</p> <p>06 MR. MCCARTHY: Objection to the form.</p> <p>07 A. I'll invoke the fifth, please.</p> <p>08 BY MR. MORLAN, III:</p> <p>09 Q. Did the company increase your compensation in</p> <p>10 order to induce you to come back to the company?</p> <p>11 A. I'll invoke the fifth, please.</p> <p>12 Q. Okay. And did anyone from 777 communicate</p> <p>13 with you directly in an attempt to induce you to return</p> <p>14 to 777?</p> <p>15 MR. MCCARTHY: Object to the form.</p> <p>16 A. I'll invoke the fifth, please.</p> <p>17 BY MR. MORLAN, III:</p> <p>18 Q. And did you speak with, Josh Wander, regarding</p> <p>19 returning to the company?</p> <p>20 A. I'll invoke the fifth, please.</p> <p>21 Q. Did you speak with Mr. Pasko regarding</p> <p>22 returning to the company?</p> <p>23 A. I'll invoke the fifth, please.</p> <p>24 MR. MCCARTHY: Object to form.</p> <p>25 BY MR. MORLAN, III:</p>
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<p>01 more precision, how would you go about doing that?</p> <p>02 A. I guess the date I signed a new employment</p> <p>03 agreement.</p> <p>04 Q. And prior to signing this new employment</p> <p>05 agreement that you just described, had you ever signed</p> <p>06 an employment agreement before with respect to your</p> <p>07 employment at 777 or SuttonPark?</p> <p>08 A. Yes.</p> <p>09 Q. And do you recall whether there was any</p> <p>10 difference between the prior employment agreement that</p> <p>11 you signed in connection with your employment at 777 or</p> <p>12 SuttonPark and the agreement that you signed when you</p> <p>13 came back?</p> <p>14 A. In terms of -- in terms of what exactly?</p> <p>15 Q. Just anything that you recall as part of the</p> <p>16 terms of the employment agreement.</p> <p>17 A. I'll invoke the fifth, please.</p> <p>18 Q. Do you typically read documents before you</p> <p>19 signed them?</p> <p>20 A. I'll invoke the fifth, please.</p> <p>21 Q. Did you read the new employment agreement</p> <p>22 before you signed it?</p> <p>23 A. I'll invoke the fifth, please.</p> <p>24 Q. Was your compensation before you left the</p> <p>25 company the same as your compensation when you returned</p>	<p>01 Q. Did you speak with Mr. Love regarding</p> <p>02 returning to the company?</p> <p>03 A. I'll invoke the fifth, please.</p> <p>04 Q. What was the reason that you ultimately</p> <p>05 decided to return to the company?</p> <p>06 A. I'll invoke the fifth, please.</p> <p>07 Q. Does the company have a policy or practice of</p> <p>08 providing counsel, legal counsel to -- for its employees</p> <p>09 with respect to legal proceedings or testimony arising</p> <p>10 out of their duties for the company?</p> <p>11 MR. MCCARTHY: Object to the form.</p> <p>12 A. I'll invoke the fifth, please.</p> <p>13 BY MR. MORLAN, III:</p> <p>14 Q. Are you aware of anyone besides you for whom</p> <p>15 the company has provided legal counsel, or any legal</p> <p>16 proceedings, or testimony regarding events or knowledge</p> <p>17 arising out of their duties for the company?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. I'll invoke the fifth, please.</p> <p>20 BY MR. MORLAN, III:</p> <p>21 Q. What was the primary reason that the company</p> <p>22 brought you back in June or July of 2023?</p> <p>23 A. Take the fifth, please.</p> <p>24 MR. MCCARTHY: Form.</p> <p>25 BY MR. MORLAN, III:</p>

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<p style="text-align: right;">Page 130</p> <p>01 Q. Do you know the reason the company brought you 02 back in June or July of 2024?</p> <p>03 A. I'll invoke the fifth, please.</p> <p>04 MR. DONOVAN: Mr. Morlan, I just want to -- I 05 just want to make sure, I think you mean 2023 and 06 so you said June 2024, I think. So, I don't know 07 if you want to ask that question, again.</p> <p>08 BY MR. MORLAN, III:</p> <p>09 Q. Okay. Yeah, yeah. I -- were you aware of the 10 reason the company brought you back in June or July of 11 2023?</p> <p>12 A. I'll invoke the fifth, please.</p> <p>13 Q. And did your coming back to the company in 14 June or July of 2023 have anything to do with the audit 15 that Leadenhall requested?</p> <p>16 MR. MCCARTHY: Objection to the form.</p> <p>17 A. I'll invoke the fifth.</p> <p>18 BY MR. MARLON, III:</p> <p>19 Q. And I'm going to kind of re-ask the question 20 just to be clear, because Mr. McCarthy objected. Did 21 your return to the company in June or July of 2023 have 22 anything to do with Leadenhall's request to the company 23 to have safe perform an audit of Leadenhall's 24 collateral?</p> <p>25 A. I'll invoke the fifth.</p>	<p style="text-align: right;">Page 132</p> <p>01 Q. Mr. Bennett, when you signed the new 02 employment agreement that we talked about a little while 03 ago when you returned to the company, was that agreement 04 e-mailed to you?</p> <p>05 A. Invoke the fifth.</p> <p>06 Q. And who presented you with that new employment 07 agreement?</p> <p>08 A. Invoke the fifth, please.</p> <p>09 Q. And since signing that new employment 10 agreement, has your compensation changed any further 11 beyond the terms of what's in that new employment 12 agreement?</p> <p>13 A. Invoke the fifth, please.</p> <p>14 Q. Have you ever been paid any consideration 15 related to any work you've done for 777 other than in a 16 company issued paycheck?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. Invoke the fifth, please.</p> <p>19 BY MR. MORLAN, III:</p> <p>20 Q. Did you understand the question?</p> <p>21 A. Sort of, yeah.</p> <p>22 Q. Okay. Have you ever received -- let me -- I 23 just want to make sure that I -- I've asked it clearly 24 because there was an objection.</p> <p>25 Have you ever received any form of</p>
<p style="text-align: right;">Page 131</p> <p>01 Q. When you returned to the company, did 777 02 assign you any duties related to the collateral audit 03 that Saiph was performing for Leadenhall?</p> <p>04 MR. MCCARTHY: Objection to the form.</p> <p>05 A. I'll invoke the fifth, please.</p> <p>06 BY MR. MARLON, III:</p> <p>07 Q. When was the last time that you facilitated 08 any information being provided to Leadenhall by the 09 company?</p> <p>10 A. I'll invoke the fifth, please.</p> <p>11 Q. Has your compensation changed at all since 12 your return to the company in June or July of 2023?</p> <p>13 A. I'll invoke the fifth.</p> <p>14 MR. MORLAN, III: Okay. Let's take a quick 15 break. I'm going to look at my notes, but I think 16 I'm basically done, or I just have a couple minor 17 things.</p> <p>18 THE COURT REPORTER: This ends Media 2, we're 19 going off the record. The time is 05:26 P.M. 20 (Thereupon, a short discussion was held off 21 record.) 22 (Deposition resumed.)</p> <p>23 THE COURT REPORTER: This begins Media 3, 24 we're back on the record. The time is 05:32 P.M. 25 BY MR. MORLAN, III:</p>	<p style="text-align: right;">Page 133</p> <p>01 compensation for anything related to anything that 02 relates to your employment with the company other than 03 in a formal pre-printed paycheck from SuttonPark or 777 04 Partners, or an affiliate company?</p> <p>05 A. No, I have not.</p> <p>06 MR. MCCARTHY: Objection to the form.</p> <p>07 BY MR. MARLON, III:</p> <p>08 Q. I'm sorry. Did you say no or did you say yes. 09 A. I said, "No, I have not."</p> <p>10 Q. Okay. And would you agree or disagree with 11 the statement that you were brought back to the company 12 in June or July of 2023 because Josh Wander thought you 13 knew too much information?</p> <p>14 MR. MCCARTHY: Objection to the form. Sorry, I 15 thought we were done.</p> <p>16 BY MR. MARLON, III:</p> <p>17 Q. Let me just start over. What would your 18 response be to the statement that you were brought back 19 to the company because Josh Wander thought you knew too 20 much?</p> <p>21 MR. MCCARTHY: Objection to the form.</p> <p>22 A. I'll invoke the fifth, please.</p> <p>23 BY MR. MARLON, III:</p> <p>24 Q. Would you dispute in any way the assertion 25 that one of the reasons that you were brought back to</p>

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<p>01 the company in June or July of 2023 related to your</p> <p>02 knowledge of the company's operations between 2021, and</p> <p>03 your brief departure in 2023?</p> <p>04 A. I'll invoke the fifth, please.</p> <p>05 Q. And I just want to clarify another one of</p> <p>06 these, sort of, do you have any evidence to suggest that</p> <p>07 you should or should not or anything, just checking off</p> <p>08 my boxes here.</p> <p>09 I believe, you testified earlier that you were</p> <p>10 not aware of any problems with respect to the integrity,</p> <p>11 usability, or reliability, currently as it pertains to</p> <p>12 the MP FIN system. Is that correct?</p> <p>13 A. Yeah. Again, as far as I know, I haven't</p> <p>14 heard of any issues.</p> <p>15 Q. Do you know why the company would allege in</p> <p>16 its complaint that one or more of the intrusions alleged</p> <p>17 against Mr. Davis resulted in the impairment of the</p> <p>18 integrity, reliability, and usability of the MP FIN</p> <p>19 system?</p> <p>20 MR. MCCARTHY: Object to form.</p> <p>21 A. I'm not really sure what that would involve.</p> <p>22 So, I'm not sure.</p> <p>23 BY MR. MARLON, III:</p> <p>24 Q. Okay. Are you aware of any evidence at any</p> <p>25 time of 777, having any problems with the integrity,</p>	<p>01 the MP FIN system?</p> <p>02 A. I'll invoke the fifth, please.</p> <p>03 Q. Did you communicate via text message with</p> <p>04 anybody at 777 or SuttonPark in connection with your</p> <p>05 return that we were discussing earlier in June or July</p> <p>06 of 2023?</p> <p>07 MR. MCCARTHY: Object to form.</p> <p>08 A. I'll invoke the fifth, please.</p> <p>09 BY MR. MORLAN, III:</p> <p>10 Q. Have you ever communicated via text message</p> <p>11 with Noah Davis?</p> <p>12 A. Not to my knowledge, no.</p> <p>13 Q. Have you ever communicated with Noah Davis</p> <p>14 over Microsoft Teams?</p> <p>15 A. I believe so, yes.</p> <p>16 Q. Would that be just like a live discussion or</p> <p>17 would that also include, like teams chat messages back</p> <p>18 and forth?</p> <p>19 A. I think it was just a, you know, brief teams</p> <p>20 message exchange.</p> <p>21 Q. And when did that message exchange with</p> <p>22 Mr. Davis take place?</p> <p>23 A. Years ago.</p> <p>24 Q. Can you give me a rough ballpark as to how</p> <p>25 many years ago?</p>
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<p>01 reliability, or usability of the MP FIN system?</p> <p>02 MR. MCCARTHY: Objection to the form.</p> <p>03 A. I'll invoke the fifth, please.</p> <p>04 BY MR. MARLON, III:</p> <p>05 Q. Are you aware of any reason to think that</p> <p>06 there might be any issues with respect to the integrity</p> <p>07 of the MP FIN system, based on events that occurred</p> <p>08 prior to May of 2024?</p> <p>09 MR. MCCARTHY: Objection to the form.</p> <p>10 A. I'll invoke the fifth, please.</p> <p>11 BY MR. MARLON, III:</p> <p>12 Q. Are you aware of any factual information or</p> <p>13 evidence that there were any problems with the integrity</p> <p>14 of the data contained within MP FIN from the -- at any</p> <p>15 time between the beginning of 2021 and the end of 2023?</p> <p>16 A. I'll invoke the fifth, please.</p> <p>17 Q. Have you ever communicated via e-mail with</p> <p>18 anybody regarding any modifications to the data within</p> <p>19 MP FIN?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. I'll invoke the fifth, please.</p> <p>22 BY MR. MARLON, III:</p> <p>23 Q. Have you ever communicated with anybody in any</p> <p>24 form with respect to any issues relating to the</p> <p>25 integrity, usability, or reliability as it pertains to</p>	<p>01 A. Three years ago, perhaps.</p> <p>02 Q. And was it just relating to IT problems that</p> <p>03 you were having?</p> <p>04 A. I think it was about an employee turning in</p> <p>05 their laptop because they had resigned, or taken any job</p> <p>06 somewhere.</p> <p>07 Q. Were you the employee or was it about a</p> <p>08 different employee?</p> <p>09 A. It was a different employee.</p> <p>10 Q. Do you know what employee it was?</p> <p>11 A. I'm drawing a blank on the name. I'm not</p> <p>12 sure.</p> <p>13 Q. Well, do you recall why you and Mr. Davis</p> <p>14 would be communicating about the return of another</p> <p>15 employee's laptop?</p> <p>16 A. It was -- I just -- I think he was asking me</p> <p>17 to pick up the laptop, or get it from someone whose last</p> <p>18 day was that day and he wasn't in the office or</p> <p>19 something to that effect.</p> <p>20 Q. Was the person whose last day it was somebody</p> <p>21 who reported to you?</p> <p>22 A. I think so, yeah. If -- it may have been one</p> <p>23 of the analysts that was on our team.</p> <p>24 Q. Did you ever communicate with Steve Pasko</p> <p>25 using the Microsoft Teams chat function?</p>

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<p>01 A. I'm not sure.</p> <p>02 Q. Okay. Did you ever communicate with Josh</p> <p>03 Wander using the Microsoft Teams chat feature?</p> <p>04 A. I'll invoke the fifth.</p> <p>05 Q. Have you ever communicated with Mr. Wander</p> <p>06 electronically other than via e-mail, Microsoft Teams?</p> <p>07 A. I'll invoke the fifth.</p> <p>08 Q. Have you ever communicated with Mr. Wander</p> <p>09 using WhatsApp?</p> <p>10 A. I'll invoke the fifth.</p> <p>11 Q. Have you ever communicated with Mr. Wander</p> <p>12 regarding any information related to this lawsuit, using</p> <p>13 any means besides e-mail or teams messages?</p> <p>14 A. I'll invoke the fifth.</p> <p>15 Q. Have you communicated with anybody in the past</p> <p>16 two years using WhatsApp?</p> <p>17 A. I'll invoke the fifth.</p> <p>18 Q. Do you have any communication apps on your</p> <p>19 cell phone other than WhatsApp and the standard text</p> <p>20 messaging and e-mail preloaded applications?</p> <p>21 A. Communication apps, I mean, not to my</p> <p>22 knowledge, no.</p> <p>23 Q. Are you familiar with any communications apps</p> <p>24 where the messages disappear after a certain time?</p> <p>25 A. I've heard of them, yes.</p>	<p>01 MR. DONOVAN: Sorry, can I ask how much time</p> <p>02 we have on the record right now?</p> <p>03 THE COURT REPORTER: 4 hours and 39 minutes.</p> <p>04 MR. DONOVAN: So, John, what's the reference</p> <p>05 to 05:47 P.M. We're 4 hours and 47 minutes on the</p> <p>06 record.</p> <p>07 MR. MCCARTHY: Because we're -- we're --</p> <p>08 probably four hours of wasted time today. And what</p> <p>09 model his iPhone has really no relevance whatsoever</p> <p>10 to this case and harassing. But go ahead, ask your</p> <p>11 question.</p> <p>12 MR. DONOVAN: Anything else, John?</p> <p>13 MR. MORLAN, III: Okay. Make sure you please</p> <p>14 mark that. Are you saying that I'm harassing the</p> <p>15 -- are you accusing me of harassing this Witness,</p> <p>16 Mr. McCarthy?</p> <p>17 MR. MCCARTHY: I've made my statement. If you</p> <p>18 want to answer Mr. Bennett, go ahead.</p> <p>19 MR. MORLAN, III: Okay. So, are you stopping</p> <p>20 the -- are you stopping this deposition because you</p> <p>21 are claiming I'm harassing the Witness?</p> <p>22 MR. MCCARTHY: I just told the Witness if he</p> <p>23 wants to answer the question, go ahead. So</p> <p>24 clearly, I'm not.</p> <p>25 MR. MORLAN, III: So, are you instructing the</p>
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<p>01 Q. Have you ever used one of them?</p> <p>02 A. I'm not sure.</p> <p>03 Q. Who -- have you used one of them within the</p> <p>04 past three years?</p> <p>05 A. Not to my knowledge.</p> <p>06 MR. MCCARTHY: Objection to form.</p> <p>07 BY MR. MORLAN, III:</p> <p>08 Q. I'm sorry? I didn't hear you.</p> <p>09 A. I said, not to my knowledge. I don't --</p> <p>10 Q. Okay.</p> <p>11 A. -- haven't used a disappearing communication</p> <p>12 app.</p> <p>13 Q. What type of phone do you have with you today?</p> <p>14 A. An iPhone.</p> <p>15 Q. What model iPhone is it?</p> <p>16 A. I'm not positive with the --</p> <p>17 Q. Okay. Do you know how to check that in the</p> <p>18 general settings?</p> <p>19 A. I think so.</p> <p>20 Q. Okay. Could you do that for us real quick and</p> <p>21 let us know.</p> <p>22 MR. MCCARTHY: 05:47, does this have any</p> <p>23 relevance to this case?</p> <p>24 MR. MORLAN, III: Yes, it does. I think I'm</p> <p>25 going to be wrapping it up here shortly after this.</p>	<p>01 Witness that it's okay not to answer the question</p> <p>02 if he doesn't want to?</p> <p>03 MR. MCCARTHY: I'm not doing anything except</p> <p>04 for saying if he can answer if he want, so.</p> <p>05 MR. MORLAN, III: Okay. Well, my position is</p> <p>06 that it's highly inappropriate for you to suggest</p> <p>07 that I'm harassing this Witness. I have a reason</p> <p>08 for it.</p> <p>09 Your objection was inappropriate, and the</p> <p>10 suggestion that I'm harassing the Witness is highly</p> <p>11 inappropriate, highly prejudicial, and is something</p> <p>12 that we may need to seek the intervention of the</p> <p>13 Court.</p> <p>14 Because this is the second time somebody's</p> <p>15 gratuitously made that -- thrown that allegation</p> <p>16 out there without any support and without seeking</p> <p>17 to stop the deposition.</p> <p>18 BY MR. MORLAN, III:</p> <p>19 Q. Mr. Bennett, would you have any objection to</p> <p>20 taking a look in your settings of your iPhone? I just</p> <p>21 want to make sure that we've properly identified the</p> <p>22 device that we've been discussing.</p> <p>23 Could you take a look at the general tab under</p> <p>24 settings and let me know when you're there, please?</p> <p>25 A. I'm there.</p>

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<p>01 Q. Okay. And does it say what model of iPhone</p> <p>02 that you have there?</p> <p>03 A. iPhone 13.</p> <p>04 Q. And how long have you used this particular</p> <p>05 iPhone? Do you recall?</p> <p>06 A. I'm not entirely sure, but, you know, I guess</p> <p>07 within two years.</p> <p>08 Q. And are you on the about tab under general?</p> <p>09 A. I'm not -- one second. Yeah.</p> <p>10 Q. Okay. And what's the --</p> <p>11 A. My phone just died --</p> <p>12 Q. -- the name that's listed next to name.</p> <p>13 What's that?</p> <p>14 A. My phone literally just died. I'm trying</p> <p>15 to--</p> <p>16 Q. We'll try it again --</p> <p>17 A. See if you can turn it on. I swear to God.</p> <p>18 MR. DONOVAN: No, I believe you.</p> <p>19 THE WITNESS: Thank you.</p> <p>20 MR. MORLAN, III: Can we take a quick break</p> <p>21 and just somebody give him a charger, please?</p> <p>22 THE WITNESS: Thank you, Counsel --</p> <p>23 MR. MORLAN, III: -- so we can wrap this up.</p> <p>24 MR. MCCARTHY: I'm not agreeing to take a</p> <p>25 break to give him a charger.</p>	<p>01 MR. MCCARTHY: And I'm not agreeing to go off</p> <p>02 the record.</p> <p>03 MR. MORLAN, III: Let me know when it powers</p> <p>04 up.</p> <p>05 THE WITNESS: Okay.</p> <p>06 BY MR. MORLAN, III:</p> <p>07 Q. Okay. Mr. Bennett, just real quick. The</p> <p>08 serial number that comes up on the about page, what's</p> <p>09 that serial number?</p> <p>10 A. I invoke the fifth.</p> <p>11 Q. How about just the name at the top where it</p> <p>12 says, "Name", what's the name there?</p> <p>13 A. Nicolas, Nicolas' iPhone.</p> <p>14 Q. N-O-C -- N-I-C-O-L-A-S' iPhone?</p> <p>15 A. Yeah.</p> <p>16 Q. And if you scroll down to the eSim, there's an</p> <p>17 IMEI number.</p> <p>18 A. I invoke the fifth.</p> <p>19 Q. Can you tell me what that number is?</p> <p>20 A. I invoke the fifth.</p> <p>21 Q. Okay. Can you tell me what the network is</p> <p>22 under the eSim at the bottom?</p> <p>23 A. I invoke the fifth.</p> <p>24 Q. Can you tell me what the model number is above</p> <p>25 the serial number at the top?</p>
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<p>01 MR. MORLAN, III: Okay. Well just, can you</p> <p>02 reach across to that charger?</p> <p>03 THE WITNESS: I don't think it -- that one</p> <p>04 doesn't work. Yeah. This is for --</p> <p>05 THE COURT REPORTER: I don't have that --</p> <p>06 THE VIDEOGRAPHER: I don't have that one.</p> <p>07 I've used the same --</p> <p>08 MR. DONOVAN: I don't have that one. It's</p> <p>09 time for a new phone.</p> <p>10 MR. MORLAN, III: Yeah, me too. Okay. Well,</p> <p>11 I'm going to request that we take a break and</p> <p>12 somebody get him a charger so I can just finish</p> <p>13 this part and then, I'm done.</p> <p>14 THE WITNESS: All right. Hold on.</p> <p>15 MR. MCCARTHY: I'm objecting to taking a</p> <p>16 break.</p> <p>17 THE WITNESS: All right. You don't have to</p> <p>18 take a break if you don't want to. I'll be gone -</p> <p>19 - I'll be back in a minute, yeah.</p> <p>20 MR. MORLAN, III: Well, I'm requesting that we</p> <p>21 go off the record and I'm objecting to counting</p> <p>22 towards my time.</p> <p>23 THE COURT REPORTER: In order for to go off</p> <p>24 the record, all the parties have to be in</p> <p>25 agreeance.</p>	<p>01 A. I invoke the fifth.</p> <p>02 Q. Can you tell me what iOS version is reflected</p> <p>03 at the top?</p> <p>04 A. I invoke the fifth.</p> <p>05 Q. Do you have any information or evidence</p> <p>06 regarding the potential physical items that Mr. Davis</p> <p>07 was alleged to have taken during the physical intrusion</p> <p>08 regarding the -- as alleged in the complaint in this</p> <p>09 action?</p> <p>10 A. Do I have any evidence?</p> <p>11 Q. Again, just any -- are you aware of any</p> <p>12 evidence or --</p> <p>13 A. Not to my knowledge.</p> <p>14 Q. -- information as to -- okay. Let me just ask</p> <p>15 one more time, just so we have it clear on the record.</p> <p>16 Are you aware of any evidence or information</p> <p>17 regarding any physical items that Mr. Davis may have</p> <p>18 taken during the alleged physical intrusion?</p> <p>19 A. Not to my knowledge, no.</p> <p>20 Q. Okay. And to be clear, Mr. Bennett, I</p> <p>21 appreciate your time here today and my questions, and</p> <p>22 some of them, to the extent they were repetitive, were</p> <p>23 not intended to induce you in any way to not exercise</p> <p>24 your Fifth Amendment rights.</p> <p>25 And that's an important right under our</p>

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<p>01 constitution that I respect. And I don't personally</p> <p>02 hold it against you.</p> <p>03 But I just wanted to make clear for the record</p> <p>04 before we conclude this deposition. Do you in any way</p> <p>05 feel that you were harassed by anyone today during any</p> <p>06 part of this deposition?</p> <p>07 A. I can handle it, so, no. I'm fine.</p> <p>08 Q. Do you believe that I was harassing you in any</p> <p>09 way during the deposition?</p> <p>10 A. I'd rather not comment on it.</p> <p>11 Q. Well, I need to ask for purposes of keeping</p> <p>12 the record clear. I know that sometimes people --</p> <p>13 certain witnesses can be influenced by things that the</p> <p>14 counsel says, but remember, I would remind you that</p> <p>15 you're under oath here and you are the arbiter of what's</p> <p>16 true and accurate with respect to your testimony.</p> <p>17 So, bearing that in mind, do you feel that I</p> <p>18 was harassing you today when I was asking you questions</p> <p>19 in your deposition?</p> <p>20 A. I do not.</p> <p>21 MR. MCCARTHY: Objection to the form.</p> <p>22 MR. MORLAN, III: Thank you, Mr. Bennett. I</p> <p>23 have nothing further at this time, but I do reserve</p> <p>24 the right to the extent it's necessary based on</p> <p>25 some of the objections that were made today to come</p>	<p>01 Q. Was it a few weeks?</p> <p>02 A. Few days.</p> <p>03 Q. Few days, okay. Just when you thought that</p> <p>04 you were out, pulled you back in there. What company</p> <p>05 did you try to go to?</p> <p>06 A. DRV Capital.</p> <p>07 Q. Does that -- what does that stand for?</p> <p>08 A. I honestly don't know.</p> <p>09 Q. Do you consider DRV Capital a competitor of</p> <p>10 777 Partners?</p> <p>11 A. Of some of their portfolio companies.</p> <p>12 Q. Did Josh Wander tell you that you couldn't</p> <p>13 leave because of a non-compete clause in your contract?</p> <p>14 MR. MCCARTHY: Objection to the form.</p> <p>15 A. It was implied.</p> <p>16 BY MR. DONOVAN:</p> <p>17 Q. How did they imply it?</p> <p>18 A. It was --</p> <p>19 MR. MCCARTHY: Objection to the form.</p> <p>20 A. More so, the new employer was concerned over</p> <p>21 the non-compete.</p> <p>22 BY MR. DONOVAN:</p> <p>23 Q. I see. So, did Josh Wander reach out to DRV</p> <p>24 Capital after you joined?</p> <p>25 MR. MCCARTHY: Objection to the form.</p>
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<p>01 back, if necessary. But Mr. Bennett, I'm going to</p> <p>02 try to avoid that if at all possible.</p> <p>03 THE WITNESS: I appreciate that.</p> <p>04 MR. MORLAN, III: And I appreciate your time</p> <p>05 today.</p> <p>06 MR. DONOVAN: Mr. Morlan, I'm going to ask</p> <p>07 like two minutes of questions, maybe one minute</p> <p>08 here.</p> <p>09 MR. MORLAN, III: Okay.</p> <p>10 MR. DONOVAN: If you don't mind, before we go</p> <p>11 off the record, I just want to make sure I</p> <p>12 understand some of the testimony that you just</p> <p>13 gave.</p> <p>14 RE-DIRECT EXAMINATION</p> <p>15 BY MR. DONOVAN:</p> <p>16 Q. So, Mr. Bennett, you testified that you</p> <p>17 actually left 777 Partners in June or July 2023?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. Yes.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. All right. So, is it fair to say that you</p> <p>22 actually left 777 Partners in June or July 2023 and then</p> <p>23 came back a few months later?</p> <p>24 A. It was not a few months. It was shorter than</p> <p>25 that.</p>	<p>01 A. I am not sure.</p> <p>02 BY MR. DONOVAN:</p> <p>03 Q. Do you have any understanding of how DRV</p> <p>04 Capital found out that you had a non-compete clause in</p> <p>05 your contract that may not have allowed you to work for</p> <p>06 DRV Capital for a period of time?</p> <p>07 A. Within my employment agreement.</p> <p>08 Q. Right. But I'm just asking who told DRV</p> <p>09 Capital that you had a non-compete clause in your</p> <p>10 contract?</p> <p>11 A. I think they asked me and I was forthright</p> <p>12 about it. I'm not sure if somebody reached out to them</p> <p>13 from 777, yeah.</p> <p>14 Q. Do you -- would you say that Josh Wander,</p> <p>15 Steven Pasko threatened you in order to come back to 777</p> <p>16 Partners?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. I'll invoke the fifth.</p> <p>19 BY MR. DONOVAN:</p> <p>20 Q. Do you think that Josh Wander and Steven Pasko</p> <p>21 believed that you knew too much about the fraud they had</p> <p>22 perpetrated to allow you to leave?</p> <p>23 A. I'll invoke the fifth.</p> <p>24 MR. MCCARTHY: Objection to the form.</p> <p>25 BY MR. DONOVAN:</p>



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<p>01 Q. Have you communicated about 777 Partners 02 business over text message? 03 A. I'll invoke the fifth, please. 04 Q. Have you communicated about 777 Partners 05 business over the Microsoft Teams application? 06 A. I'll invoke the fifth, please. 07 Q. Do you have the Signal application installed 08 on your cell phone? 09 A. Not to my knowledge, no. 10 Q. Do you have the Telegram application installed 11 on your cell phone? 12 A. I don't think so, no. 13 Q. Did you communicate about 777 Partners 14 business over WhatsApp? 15 A. I'll invoke the fifth. 16 MR. DONOVAN: Okay. Nothing further from me. 17 MR. MCCARTHY: No questions from the 18 Plaintiff. 19 THE COURT REPORTER: All right, Counsels, can 20 you explain read or waive before we go off the 21 record to the Witness? 22 MR. SLOMAN: Nick, you have the right to read 23 every word of the transcription of your deposition, 24 or you can waive it. I would advise you to read 25 it. So, with that, you can tell the Court Reporter</p>	<p>01 about you, Mr. Morlan? 02 MR. MORLAN, III: My office will follow up, if 03 we need it. 04 THE COURT REPORTER: Okay. So, not right now. 05 (Deposition concluded at 06:03 P.M.) 06 (Reading and signing of the deposition by the 07 witness has been reserved.) 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
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<p>01 whether you want to read or waive it. 02 THE WITNESS: I'll read it. 03 THE COURT REPORTER: Read it. All right. 04 THE VIDEOGRAPHER: This concludes today's 05 deposition. We're going off the record, the time 06 is 06:03 P.M. 07 THE COURT REPORTER: And before everyone logs 08 off, I just want to ask about transcript orders. 09 Are we ordering in the same fashion as earlier? 10 Do you want it rough by tomorrow? 11 MR. MCCARTHY: Yeah. 12 THE COURT REPORTER: I can provide the rough 13 by end of business tomorrow since this was a lot 14 longer. 15 MR. DONOVAN: Yeah, it's fine. 16 THE COURT REPORTER: Okay. You'll get it 17 probably before 05:00 P.M. The other one, you'll 18 get in the morning. 19 MR. DONOVAN: Okay. 20 THE COURT REPORTER: Every -- does everyone 21 want the same -- the final by Wednesday morning or 22 tomorrow by end of business? 23 MR. MCCARTHY: I don't need a rough, but I'll 24 take the final on the same schedule. 25 THE COURT REPORTER: Okay, the copy. And how</p>	<p>01 CERTIFICATE OF REPORTER 02 STATE OF FLORIDA 03 COUNTY OF MIAMI-DADE 04 05 I, MICHELLE VILLALOBOS, Court Reporter and Notary 06 Public for the State of Florida, do hereby certify that 07 I was authorized to and did digitally report and 08 transcribe the foregoing proceedings, and that the 09 transcript is a true and complete record of my notes. 10 11 I further certify that I am not a relative, 12 employee, attorney or counsel of any of the parties, 13 nor am I a relative or employee of any of the parties' 14 attorneys or counsel connected with the action, nor am 15 I financially interested in the action. 16 17 Witness my hand this 26th day of March, 2025. 18 19  20 21 MICHELLE VILLALOBOS, COURT REPORTER 22 NOTARY PUBLIC, STATE OF FLORIDA 23 24 25</p>



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Bennett, Nicholas on 03/24/2025**

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01 CERTIFICATE OF OATH	1 Errata Sheet
02 STATE OF FLORIDA	2
03 COUNTY OF MIAMI-DADE	3 NAME OF CASE: 777 Partners LLC & Suttonpark Capital vs Leadenhall Capital
04	4 DATE OF DEPOSITION: 03/24/2025
05 I, MICHELLE VILLALOBOS, the undersigned	5 NAME OF WITNESS: Nicholas Bennett
06 authority, certify that NICHOLAS J. BENNETT, personally	6 Reason Codes:
07 appeared before me and was duly sworn on the 24th day	7 1. To clarify the record.
08 of March, 2025.	8 2. To conform to the facts.
09	9 3. To correct transcription errors.
10 Witness my hand this 26th day of March, 2025.	10 Page ____ Line ____ Reason ____
11 	11 From ____ to ____
12	12 Page ____ Line ____ Reason ____
13	13 From ____ to ____
14 MICHELLE VILLALOBOS, COURT REPORTER	14 Page ____ Line ____ Reason ____
15 NOTARY PUBLIC, STATE OF FLORIDA	15 From ____ to ____
16 Commission No.: HH 373556	16 Page ____ Line ____ Reason ____
17 Commission Exp: MARCH 15, 2027	17 From ____ to ____
18	18 Page ____ Line ____ Reason ____
19	19 From ____ to ____
20	20 Page ____ Line ____ Reason ____
21	21 From ____ to ____
22	22 Page ____ Line ____ Reason ____
23	23 From ____ to ____
24	24
25	25

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01 DATE: 03/26/2025
02 TO: NICHOLAS J. BENNETT
03 C/O Jeffrey H. Sloman, Esquire
04 Stumphauzer Kolaya Nadler & Sloman, PLLC
05 2 SOUTH BISCAYNE BOULEVARD SUITE 1600
06 MIAMI, FLORIDA 33131-1824
07
08 IN RE: 777 Partners LLC & Suttonpark Capital v.
09 Leadenhall Capital
10 CASE NO: 24-81143-CIV-DMM
11 Dear Mr. Bennett,
12 Please take notice that on 03/24/2025, you gave
13 your deposition in the above-referenced matter. At
14 that time, you did not waive signature. It is now
15 necessary that you sign your deposition. You may do so
16 by contacting your own attorney or the attorney who
17 took your deposition and make an appointment to do so
18 at their office. You may also contact our office at
19 the below number, Monday -
20 Friday, 9:00 AM - 5:00 PM, for further information and
21 assistance.
22
23 If you do not read and sign your deposition within
24 thirty (30) days, the original, which has already been
25 forwarded to the ordering attorney, may be filed with
the Clerk of the Court.
If you wish to waive your signature, sign your
name in the blank at the bottom of this letter and
promptly return it to us.
Very truly yours,
Michelle Villalobos, Court Reporter
Universal Court Reporting
(954) 712-2600
I do hereby waive my signature.
Nicholas J. Bennett
Cc: via transcript: Brian Donovan, Esquire
Jeffrey H. Sloman, Esquire



**UNIVERSAL**  
COURT REPORTING

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**Website:** ucrinc.com

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